General Plant Traffic AGREEMENT Accounting Sales between VERIZON NEW ENGLAND INC., RELESECTOR RESOURCES GROUP, INC. and VERIZON ADVANCED DATA INC. and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (A.F.L.-C.I.O.) LOCALS 2222, 2313, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327 **EFFECTIVE AUGUST 6, 2000**

Agreement between VERIZON NEW ENGLAND INC., TELESECTOR RESOURCES GROUP, INC. and VERIZON ADVANCED DATA INC.

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (A.F.L.- C.I.O.) LOCALS 2222, 2313, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327

The following sets forth the understandings reached by the above parties after regional and local negotiations of changes to existing collective bargaining agreements on wages, hours, terms and conditions of employment.

This Agreement will be effective August 6, 2000, unless the provisions provide otherwise; provided, however, that the amendments will be null and void and considered not to have been in effect unless the Company receives from the Union notice of ratification twenty-one days following the signing of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement after approval by the System Council T-6 hereby agree to be bound by this Agreement and have caused this Agreement to be executed in their names by their duly authorized representatives this 20th day of August, 2000.

_	FOR THE COMPANY				
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Bus	ines Manager-Local 2320	Business Manager-Local 2326			
	Frank McKenny	Damio L. L. Hu			
Bus	mess Manager-Local 2321	Business Manager-Local 2027			
	Dated: august	L 20 2000			

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AGREEMENT

This Agreement was entered into on the 20th day of August, 2000, by and between Verizon New England Inc., Telesector Resources Group, Inc. and Verizon Advanced Data Inc. (hereinafter called the Company) and Locals 2222, 2313, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327 of the International Brotherhood of Electrical Workers, AFL-CIO collectively comprising the bargaining agent (hereinafter called the Union). Although transfers of employment between Verizon New England Inc, Telesector Resources Group, Inc. and Verizon Advanced Data Inc. involving the transfer of employees with their work are outside the scope of this Agreement, such transfer(s) can be revoked under the grievance and arbitration provisions of this Agreement if it is found that the decision to make such transfer(s) was made arbitrarily or in bad faith.

WITNESSETH THAT

WHEREAS, the parties have negotiated with respect to terms and conditions of employment and, as a result, mutually satisfactory and acceptable understandings have been reached, which, in the interest of maintaining satisfactory and harmonious industrial relations, the parties desire to set forth in writing. NOW THEREFORE, be it known that in consideration of the covenants, terms and conditions herein contained, the Union and the Company agree as follows:

DURATION OF AGREEMENT

This Agreement shall (except as otherwise expressly provided herein) become effective on August 6, 2000.

This Agreement shall continue in full force and effect until 11:59 P.M. on August 2, 2003 at which time it shall terminate. However, this Agreement may be extended from time to time beyond its expiration date by mutual agreement in writing of the representatives of the Company and the Union.

ARTICLE G1 Recognition

Verizon New England Inc., Telesector Resources Group, Inc. and Verizon Advanced Data Inc. recognize the Union as the exclusive bargaining representative of their employees, respectively, with respect to rates of pay, wages, hours of employment or other conditions of employment for employees doing Plant, Traffic, Accounting, Sales (in the Collective Bargaining Unit recognized by the Company in the letter dated October 27, 1993), or Logistics Services work in those job titles listed in Exhibit G3, at their respective locations within the States of Maine, Massachusetts, New Hampshire, Rhode Island and Vermont (except as set forth in the settlement of NLRB Case No. 1-UC-459, and the Agreement, dated December 20, 1988 between NYNEX Materiel Enterprises Company, the Communications Workers of America and the International Brotherhood of Electrical Workers).

ARTICLE G2 Non-Discrimination

- G2.01 In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age or national origin or because the employee is handicapped, a disabled veteran or a veteran of the Vietnam era.
- G2.02 The use of the masculine or feminine gender in this Agreement shall be construed as including both genders and not as restrictions on the basis of sex unless the contract clearly requires a different language construction.

ARTICLE G3 Amendments

- G3.01 The understanding between the Union and the Company has been set forth in this Agreement and the Exhibits attached hereto.
- Any amendment to this Agreement or any interpretation of the true intent and meaning of the provisions of this Agreement officially and mutually agreed to by the two parties concerned shall be committed to writing and signed by the Union and the Chairman of the Company' bargaining committee.

ARTICLE G4 Union Security

G4.01 Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement, shall as a condition of employment pay or tender to the Union amounts equal to the periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth day after such entrance, whichever of these dates is later, until the termination of this contract.

G4.02 For purpose of this Article, "employee" shall mean any person entering into the bargaining unit, except an occasional employee.

G4.03 The condition of employment specified above shall not apply during periods of formal separation* from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth day following the employee's return to the bargaining unit.

*The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Company, and leaves of absence of more than one month duration.

ARTICLE G5 Deductions for Union Dues

G5.01 The Company agrees upon the receipt of authorization from an individual member of the bargaining unit in a form acceptable to the Company, to deduct weekly regular Union membership dues, or an amount equal to the dues applicable to members, in the amount stipulated in the by-laws of the member's Local Union and as may be stipulated by revision of the by-laws certified by the Financial Secretary of said Local Union. Such deductions shall be made weekly and shall continue so long as the employee remains in the bargaining unit, unless cancelled in writing by the employee who authorized the deduction.

G5.02 The Company shall forward weekly to each Local Union Financial Secretary a check made payable to the Local Union for the amount of the weekly dues deductions.

- G5.03 The Company will submit a weekly report of employees for whom dues deductions are being made to each Local Financial Secretary. Also, the Company will furnish weekly reports of employees in the bargaining unit for whom dues deductions are not being made and of newly authorized deductions and cancellations of deductions for dues.
- G5.04 It is understood and agreed that the Company assumes no responsibility for the consequences of any failure to make these deductions or mistakes in connection therewith and that neither the Company nor any of its officers, agents, or employees shall in any way be held liable or responsible for any loss resulting from acts of said Union or its officers or agents.

ARTICLE G6 Union Business

GENERAL

- G6.01 Business Managers and other employees who are full time Union representatives shall be granted leaves of absence without pay for the purpose of conducting Union activities. To the extent that the needs of the business permit, other employees, who are also authorized Union representatives, will be given an excused absence without pay or a leave of absence without pay for the purpose of conducting Union activities.
- G6.02 Stewards and other authorized Union representatives may be granted time off without pay for Union activities or to engage in Union activities during working hours if excused in advance. When the immediate supervisor is not available permission may be granted by a designated alternate.
- G6.03 The Local Union Business Manager shall keep the designated Company representative currently informed in writing of the names of the Union representatives (a) who are authorized to represent the Union in meetings with Company representatives, and (b) who are authorized to request excused absences.
- G6.04

 (a) The period of excused absence or leave of absence for Union activities granted to Business Managers and other employees who are full time Union representatives shall be used primarily for the purpose of conducting Union activities directly concerning relations with this Company and solely within the

States of Maine, Massachusetts, New Hampshire, Rhode Island and Vermont

(b) The period of excused absence, leave of absence or any other time off granted to stewards and other authorized Union representatives not listed in (a) above shall be used solely for the purpose of conducting Union activities directly concerning relations with this Company and solely within the States of Maine, Massachusetts, New Hampshire, Rhode Island and Vermont.

EAVE OF ABSENCE

- A leave of absence will be required if a continuous period of absence for Union activities is to exceed or exceeds thirty (30) onsecutive calendar days.
- The initial leave of absence and any extension thereof shall be for a period of not less than one (1) month and not more than one (1) wear.
- At no time shall more than forty (40) employees be on leave of absence for Union business. This number is the maximum or publined total to be on leave of absence as an aggregate from all IBEW argaining units in the Company.
- 56.08 The total cumulative period of leave of absence for Union business shall be counted as service credit in terms of employment. Then the employee retires, the employee's pension will be based upon the pension and in which the employee would have been included if the employee had not seen on leave of absence.
- During the period of a leave of absence for Union activities the employee shall retain eligibility according to term of service, to
 - (a) Death Benefits
 - (b) Sickness Disability Benefits
 Termination of leave of absence in order to qualify for Sickness
 Disability Benefits shall not be effective until thirty (30) calendar days following receipt by the Secretary of the Benefit
 Committee of written request for termination of such a leave of

absence. In determining such employee's eligibility to sickness disability, the eighth calendar day following termination of the leave of absence shall be considered as the first day of absence because of sickness.

- (c) Group Life Insurance benefits for which the Company will pa the premiums.
- (d) Tuition Assistance Plan
- (e) Medical benefits for which the Company will pay th premiums, provided the employee is enrolled in the Health Care Network.
- (f) Dental and Vision benefits for which the Company will pay th premiums.
- (g) The following if the employee pays the premiums:
 - Supplementary Group Life Insurance
 - Dependent Group Life Insurance

REINSTATEMENT OF AN EMPLOYEE

G6.10 Upon return from a leave of absence, an authorized Unior representative shall be reinstated at the rate of pay then in effect to the employee's return assignment and at work generally similar to that in which the employee last was engaged prior to employee's absence.

PAYMENT

- G6.11 Authorized representatives of the Union who are employees covered by this Agreement, may be paid at the straight time hourly rate when attending grievance meetings with Company representatives subject to the following conditions:
 - (a) Union representatives on leaves of absence will not be paid to such meeting time.
 - (b) Pay may be allowed for excused absence only if (1) such meeting is held during said employee's scheduled straight time working hours, and (2) said employee would have worked have employee not attended such meeting.

- (c) The time paid for shall be limited to actual meeting time during scheduled straight time working hours, plus necessary time, if any, spent during scheduled straight time working hours in traveling between the employee's work location and the meeting location.
- (d) The Company shall pay not more than two (2) Union representatives at Step 1 grievance meetings, not more than two (2) Union representatives at Step 2 grievance meetings, and not more than two (2) Union representatives at Step 3 grievance meetings.
- When a Union-Management meeting ends at a reasonable time prior to the completion of scheduled working hours, an employee who would be working if not attending such meeting, shall return to work.
- G6.13 At a time mutually convenient to the Company and the Union, a
 Union representative may meet with a new employee on Company
 time, not to exceed thirty (30) minutes, to discuss Union orientation matters such
 as Union membership and payroll deductions for Union dues.

CONCLUSION

- A period of excused absence or leave of absence for Union activities granted under this Article G6 shall automatically terminate upon the termination for any reason of this Agreement.
- G6.15 The Company shall not initiate a transfer or promote any duly certified Union representative without prior written notification to the Business Manager of the Local involved. The Business Manager will furnish the designated Company representative with the names of such representatives.
- G6.16 Nothing in this Article shall be construed as prohibiting the Union and Company from extending by mutual agreement, a leave of absence under all the provisions of this Article

ARTICLE G7 Union Bulletin Boards

G7.01 The Company agrees to furnish, without charge, space at bargaining unit locations to erect free access bulletin boards of a size approximately 30 by 30 inches. Bulletin boards will be furnished by the Union and erected by the Company. The number to be erected and the locations at which erected shall be mutually decided upon by authorized Union officials and Company representatives.

G7.02 Bulletin boards are to be used by the Union for posting notices concerning official Union business, or other Union related matters, provided that if anything is posted on these bulletin boards that is considered by the Company to be controversial or derogatory to any individual or organization the Union agrees to remove such posted matter on demand and if it fails or refuses to do so, such matter may be removed by the Company.

ARTICLE G8 Grievance Procedure

A grievance is a complaint involving the interpretation or application of any of the provisions of this Agreement or a complaint that an employee or group of employees for whom the Union is the bargaining agent has, in any manner, been unfairly treated. When an employee has a complaint he or she may first consult his or her immediate supervisor. If the complaint is not resolved the employee may then follow the grievance procedure outlined below:

STEP 1: The Union shall present the grievance to the employee's Immediate Supervisor. In the event the grievance is not adjusted it shall be presented to the employee's Second Level Manager except in Logistics Services. The grievance will be processed and a decision rendered within ten (10) working days of initial presentation by the Union to the employee's Immediate Supervisor. If the grievance involves a discharge, the Union may omit step 1 and submit th grievance directly to Step 2.

STEP 2: The Union may next present appeal to the Director Level or designated representative. Grievances so appealed will be processed and a decision rendered within ten (10) working days of receipt o appeal unless the time period is extended by mutual consent.

- The Union may next present appeal for adjustment to the Chairperson of the Bargaining Committee. Grievances appealed to the Chairperson of the Bargaining Committee will be processed and a decision rendered within ten (10) working days of receipt of appeal unless the time period is extended by mutual consent.
- Grievances must be presented initially within forty-five (45) calendar days of the occurrence which gave rise to the grievance. Notification of appeal shall be in writing at Steps 2 and 3 and shall set forth the act or occurrence grieved, the name or names of employees aggrieved where practical, the contract provision alleged to have been violated, if any, and the remedy requested. The specification of additional contract provisions alleged to have been violated may be made in subsequent appeals up to the 3rd step of the grievance procedure. Written appeal must be received by the Company representative designated and authorized to handle grievances at Steps 2 and 3 within ten (10) calendar days following the date of notice to the Union of the decision reached at the previous step.
- G8.03 At each step of the grievance procedure the supervisor hearing the grievance will tell the Union the reason for the decision reached at that step. Disposition of any grievance not appealed within the specified time limit shall be considered final. Failure of the Company to process a grievance and render a decision within the specified time limit entitles the Union to appeal to the next step of the grievance procedure.
- **G8.04** Within seven (7) calendar days of the date the decision is rendered at Step 2 and/or Step 3 of the grievance procedure the Company will furnish to the Union a written statement confirming its decision.
- G8.05 The Company shall pay not more than two (2) Union representatives at Step 1 grievance meetings, not more than two (2) Union representatives at Step 2 grievance meetings, and not more than two (2) Union representatives at Step 3 grievance meetings.
- G8.06 Any individual employee or a group of employees may present grievances to the Company at any time and such grievances may be adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement, provided that the Union has been given an opportunity to be present at such adjustment.
- **G8.07** Once a Union representative has notified a Company representative of a grievance, the Company will not discuss the

matter with the individual employee or employees involved without first affording a representative of the Union an opportunity to be present, at a time and place mutually agreeable to the Union and the Company.

G8.08 The Company recognizes the right of the Union to make a reasonable investigation of the circumstances surrounding any grievance and agrees to cooperate with the Union in such investigation.

ARTICLE G9 Arbitration

- G9.01 If the Union contends that the intent and meaning of one or more of the Articles of this Agreement (except as otherwise provided in the Agreement) has been violated by the Company, it may demand arbitration provided that written notice is received by the Company no later than sixty (60) calendar days after the conclusion of the final step of the grievance procedure.
- G9.02 Arbitration shall be conducted through a Board of Arbitration consisting of one (1) representative elected by the Union, one (1) representative selected by the Company, and an impartial chairman mutually chosen by the parties. The procedure for arbitration shall be as follows:
 - (a) Each party shall designate a representative to coordinate with the American Arbitration Association on all matters.
 - (b) The representatives of the parties shall select the impartial chairman by mutual agreement within fifteen (15) days of Company receipt of demand for arbitration involving. a discharge, and within fifteen (15) days of the union's request to schedule for hearing any other arbitration demand. If the representatives of the parties are unable to agree on the impartial chairman within the fifteen (15) days, either party can request the American Arbitration Association to expeditiously submit a series of three lists from which an arbitrator will be chosen by the parties in accordance with their three list procedure.
 - (c) If the Company contends at the hearing that the grievande desired to be arbitrated does not raise an arbitrable issue, the Board of Arbitration shall first hear and determine separately in accordance with paragraph (e) below, the question of

- whether an arbitrable issue has been presented. If the Board decides that the issue or issues are arbitrable it shall have authority to further hear and determine the merits of the grievance.
- (d) Hearings and post-hearing activities shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. If either party wishes to submit a post-hearing brief, it will do so within thirty (30) days of receipt of transcript of the hearing, unless the parties agree otherwise.
- (e) The decision of a majority of the Board shall be the decision of the Board of Arbitration. The Board shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement nor shall it have power to establish or determine any new wage rate, job classification or job differential. The decision of the Board, which shall contain a full statement of the grounds upon which the issue or issues are decided, shall be final and binding on the Union and the Company.
- (f) Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the impartial chairman and any other expenses of such Board shall be borne equally by the parties.
- G9.03 (a) If the grievance involves a discharge or disciplinary action, the Board of Arbitration shall determine whether the discharge or disciplinary action was for just cause. If the Board of Arbitration finds that the discharge or disciplinary action was without just cause, the employee shall be reinstated. At the Board's discretion the employee may be granted lost seniority, the employee's basic weekly wage rate for straight time lost, and an additional amount not to exceed ten (10) percent of the former, such amount to be in lieu of all other losses which the employee may have incurred during the time the employee was separated from the Company. No other benefits, lost overtime opportunities, or other amounts shall be paid. The Board's total back pay award, as calculated above shall be reduced by: all interim earned income, including overtime earnings; unemployment compensation; termination pay; and

- Company pension payments. The Board shall have the discretion to deduct other amounts deemed appropriate, such as Social Security Disability payments etc.
- (b) If such grievance concerns any other determination of the Company involving the exercise of discretion, such determination shall not be set aside by the Board of Arbitration unless it shall find it to have been made arbitrarily or in bad faith
- G9.04 Any question in connection with the discipline, demotion or dismissal of any regular employee having less than one (1) year of net credited service, or any temporary employee having less than two (2) years of net credited service, at the time of such discipline, demotion or dismissal is specifically excluded from the arbitration procedures outlined in this Article.
- G9.05

 Any arbitration case which has not been scheduled for hearing by the parties within twenty-four (24) months of the date of initial receipt by the Company of the demand for arbitration, or thirty-six (36) months if the case involves a discharge, will be considered to have been finally disposed of under the provisions of Article G8, unless the Company and the Union mutually agree in writing to extend the time period.

ARTICLE G9A Expedited Arbitration

- **G9A.01** The procedures herein will apply to arbitration involving disciplinary action which is specifically subject to arbitration under the collective bargaining agreement.
- G9A.02 In lieu of the procedures specified in Article G9 of this Agreement, any grievance involving the suspension of an individual employee, except those which also involve an issue of arbitrability contract interpretation, or work stoppage (strike) activity and those which are also the subject of an administrative charge or court action shall be submitted to arbitration under the expedited arbitration procedure hereinafter provided within fifteen (15) calendar days after the filing of a request for arbitration. In all other grievances involving disciplinary action which are specifically subject to arbitration under Article G9 of this Agreement, both parties may, within fifteen (15) calendar days after the filing of the request for arbitration, elect to use the expedited arbitration procedure hereinafter provided. The election shall be in

writing and, when signed by authorized representatives of the parties, shall be irrevocable. If no such election is made within the foregoing time period, the arbitration procedure in Article G9 shall be followed.

G9A.03 As soon as possible after this Agreement becomes final and binding, a panel of 5 umpires shall be selected by the parties. Each umpire shall serve until the termination of this Agreement unless his or her services are terminated earlier by written notice from either party to the other. The umpire shall be notified of his or her termination by joint letter from the parties. The umpire shall conclude his or her services by settling any grievance previously heard. A successor umpire shall be selected by the parties. Umpires shall be assigned cases in rotating order designated by the parties. If an umpire is not available for a hearing within ten (10) working days after receiving an assignment, the case will be passed to the next umpire. If no one can hear the case within ten (10) working days, the case will be assigned to the umpire who can hear the case on the earliest date.

G9A.04 The procedure for expedited arbitration shall be as follows:

- (a) The parties shall notify the umpire in writing on the day of agreement or date of arbitration demands in suspension cases to settle a grievance by expedited arbitration. The umpire shall notify the parties in writing of the hearing date.
 - (b) The parties may submit to the umpire prior to the hearing a written stipulation of all facts not in dispute.
 - (c) The hearing shall be informal without formal rules of evidence and without a transcript. However, the umpire shall be satisfied himself or herself that the evidence submitted is of a type on which he or she can rely, that the hearing is in all respects a fair one, and that all facts necessary to a fair settlement and reasonably obtainable are brought before the umpire.
 - (d) Within five (5) working days after the hearing, each party may submit a brief written summary of the issues raised at the hearing and arguments supporting its position. The umpire shall give his or her settlement within five (5) working days after receiving the briefs. He or she shall provide the parties a brief written statement of the reasons supporting his or her settlement.

- (e) The umpire's settlement shall apply only to the instant grievance, which shall be settled thereby. It shall not constitute a precedent for other cases or grievances and may not be cited or used as a precedent in other arbitration matters between the parties unless the settlement or a modification thereof is adopted by the written concurrence of the representatives of each party at the third step of the grievance procedure.
- (f) The time limits in (a) and (d) of this Section may be extended by agreement of the parties or at the umpire's request, in either case only in emergency situations. Such extensions shall not circumvent the purpose of this procedure.
- (g) In any grievance arbitrated under the provisions of this Section, the Company shall under no circumstances be liable for backpay for more than six (6) months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company) after the date of the disciplinary action. Delays requested by the Union in which the Company concurs shall not be included in such additional time.
- (h) The umpire shall have no authority to add to, subtract from or modify any provisions of this Agreement.
- (i) The decision of the umpire will settle the grievance, and the Company and the Union agree to abide by such decision. The compensation and expenses of the umpire and the general expenses of the arbitration shall be borne by the Company and the Union in equal parts. Each party shall bear the expense of its representatives and witnesses.
- The time limit for requesting arbitration under this provision shall be the same as in existing procedures.

Article G9B Mediation

MEDIATION PROCEDURES

G9B.01 For grievances involving discharges or disciplinary suspensions which are specifically subject to arbitration under Article G9 of this

Agreement, the parties may, jointly, within thirty (30) calendar days after the conclusion of the final step of the grievance procedure, elect to use the mediation procedures hereinafter provided. The election shall be in writing and signed by an authorized representative of the parties.

G9B.02 A panel of five mediators shall be selected by the parties. Each mediator shall serve until his or her services are terminated by written notice from either party to the other. The mediator shall be notified of his or her termination by joint letter from the parties. Mediators shall be assigned cases in rotating order designated by the parties. If a mediator is not available for conference within thirty (30) calendar days after receiving an assignment, the case will be passed to the next mediator. If a case cannot be scheduled within thirty (30) calendar days, the case will be assigned to the mediator who can conference the case on the earliest date.

G9B.03 The procedures for mediation shall be as follows:

- (a) The parties shall notify the assigned mediator in writing of their decision to use mediation and the location of the conference.
- (b) The Mediation Conferences will normally be held at the following locations:

Local 2222	Boston, Massachusetts
Local 2313	Fitchburg, Massachusetts
Local 2320	Manchester, New Hampshire
Local 2321	North Andover, Massachusetts
Local 2322	Brockton, Massachusetts
Local 2323	Providence, Rhode Island
Local 2324	Springfield, Massachusetts
Local 2325	Worcester, Massachusetts
Local 2326	Burlington, Vermont
Local 2327	Portland, Maine

- (c) The spokesperson for the Company will be a Director-Labor Relations or his or her designee. The spokesperson for the Union will be the Business Manager or his or her designee. No attorney will attend the Mediation Conference.
- (d) In addition to the individuals identified above, the grievant, a Local Union designated representative, the grievant's

supervisor and level three manager or designee will normally attend the Mediation Conference. Attendance by others at the Mediation Conference shall be only upon mutual consent of the parties.

- (e) All written material that is presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the Mediation Conference. The mediator may, however, retain one copy of the written grievance to be used solely for purposes of statistical analysis.
- (f) Proceedings before the mediator shall be informal in nature. The issue mediated will be the same as the issues the parties have failed to resolve through the grievance process. The rules of evidence will not apply, and no transcript of the Mediation Conference shall be made. The presentation of evidence is not limited to that presented at Step 2 or Step 3 of the grievance procedure.
- (g) The mediator may meet separately with the parties during the Mediation Conference, for the purpose of resolving the grievance. However, the mediator does not have the authority to compel the resolution of the grievance.
- (h) If the Company and Union agree to settle the grievance, such settlement resulting from the conference shall not be precedent-setting.
- (i) If no settlement is reached during the Mediation Conference, the mediator shall provide the parties with an immediate oral advisory opinion, unless both parties agree that no opinion' shall be provided. The mediator shall state the basis for his or her advisory opinion.
- (j) If no settlement is reached as a result of the Mediation Conference, the grievance may be scheduled for arbitration in accordance with Article G9 provided that written notice is received by the Company no later than thirty (30) calendar days after the conclusion of the Mediation Conference.
- (k) In the event that a grievance which has been mediated subsequently is arbitrated, no person serving as a mediator

between these parties may serve as the arbitrator. Neither party may at the arbitration hearing refer to statements or settlement proposals made by the other party in connection with the Mediation Conference or any statements made by the Mediator

- (1) By agreeing to schedule a Mediation Conference, the Company does not acknowledge that the case is properly subject to arbitration and reserves the right to raise issues of arbitrability notwithstanding its agreement to schedule such a conference.
- (m) The compensation and expenses of the mediator and the general administrative expenses of the Mediation Conference shall be borne equally by the parties. The Company shall pay for the grievant and no more than one (1) Union representative for attendance at the Mediation Conference.
- (n) The mediator shall conduct no more than four (4) mediation conferences per day.

ARTICLE G10 No Strike

G10.01 The Union agrees that during the term of this Agreement, or any extension thereof, it will not cause or permit its members to cause, nor will any member of the Union take part in, any strike of or other interference with any of the Company's operations or picketing of any of the Company's premises; provided, however, that nothing in this Article shall in any way enlarge, diminish or affect whatever the rights and obligations of the parties are now or may be from time to time with respect to any refusals to cross lawful picket lines established by other Unions at locations other than the Company's premises.

ARTICLE G11 Management Rights

G11.01 Subject only to the limitations contained in this Agreement the Company retains the exclusive right to manage its business including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to assign and direct the work force and to conduct its operations in a safe and effective manner.

ARTICLE G12 Benefits

EMPLOYEES' PENSIONS, DISABILITY BENEFITS AND DEATH RENEFITS

- G12.01 The Verizon Pension Plan for New York and New England Associates, as amended, and the Verizon Sickness and Accident Disability Plan for New England Associates, as amended, together with all procedures authorized in connection therewith shall be considered part of this Agreement.
- G12.02 In the event the Company proposes to exercise the right provided in the "Changes in the Plan" sections of the Plans, by action affecting the benefits or privileges of employees represented by the Union, it will before doing so, notify the Union of its proposal and afford the Union a period of sixty (60) calendar days for bargaining on said proposal; provided, however, that no change may be made in the Plans which reduce or diminish the benefits or privileges provided thereunder as they apply to employees represented by the Union without its consent.
- G12.03 Any question arising in connection with the Plans, except a claimed violation of paragraph G12.02 of this Article, is specifically, excluded from the arbitration procedures outlined in Article G9 of the Agreement.

GROUP LIFE INSURANCE PROGRAM

- G12.04 The Verizon Group Life Insurance Plan for New York and New England Associates, as amended (which includes Supplementary Group Life Insurance) is hereby incorporated by reference as part of this Agreement.
- G12.05 Any question arising in connection with the Verizon Group Life Insurance Plan for New York and New England Associates other than the Company's determination of eligibility for insurance, annual basic rate of pay or date of termination of individual insurance coverage for any employee with respect to the determination of benefits under those plans is specifically excluded from the arbitration procedures outlined in Article G9 of the Agreement.

MEDICAL EXPENSE PLAN AND ALTERNATE CHOICE PLAN

- G12.06 The Verizon Medical Expense Plan for New York and New England Associates, as amended, and the Verizon Alternate Choice Plan for New York and New England Associates are hereby incorporated by reference as part of this Agreement.
- G12.07 Certain employees may be eligible for extended coverage under the Verizon Medical Expense Plan for New York and New England Associates, or the Verizon Alternate Choice Plan for New York and New England Associates as provided for in Article G12A, Extended Medical Coverage.
- Expense Plan for New York and New England Associates, the erizon Alternate Choice Plan for New York and New England Associates, or xtended Medical Coverage other than the Company's determination of term of mployment or basic rate of pay for the administration of this Plan are pecifically excluded from the arbitration procedures outlined in Article G9 of the greement.

DENTAL EXPENSE PLAN

- The Verizon Dental Expense Plan for New York and New England Associates, as amended, is hereby incorporated by reference as part this Agreement.
- 12.10 All questions arising in connection with the Verizon Dental Expense Plan for New York and New England Associates other than the mpany's determination of eligibility of employees in the bargaining unit for verage under the Plan are specifically excluded from the arbitration procedures three dip Article G9 of the Agreement.

NTICIPATED DISABILITY PROGRAM

- 12.11 The Verizon Anticipated Disability Program for New York and New England Associates, as amended, is hereby incorporated by erence as part of this Agreement.
- 12.12 All questions arising in connection with the Verizon Anticipated Disability Program for New York and New England Associates, other n eligibility of employees for reinstatement under the Program, are specifically luded from the arbitration procedures outlined in Article G9 of this Agreement.

VISION CARE PLAN

- G12.13 The Verizon Vision Care Plan for New York and New England Associates (including the VDT User Eyecare Program) is hereby incorporated by reference as part of this Agreement.
- G12.14 All questions arising in connection with the Verizon Vision Care
 Plan for New York and New England Associates (including the VDT
 User Eyecare Program) are specifically excluded from the grievance and
 arbitration procedures outlined in Articles G8 and G9 of the Agreement.

LONG TERM DISABILITY PLAN

- G12.15 The Verizon Long Term Disability Plan for New York and New England Associates is hereby incorporated by reference as part o this Agreement.
- G12.16 All questions arising in connection with the Verizon Long Term Disability Plan for New York and New England Associates are specifically excluded from the grievance and arbitration procedures outlined in Articles G8 and G9 of this Agreement.

SAVINGS AND SECURITY PLAN

- **G12.17** The Verizon Savings and Security Plan for New York and Nev England Associates, as amended, is hereby incorporated b reference as part of this Agreement.
- G12.18 All questions arising in connection with the Verizon Savings an Security Plan for New York and New England Associates, other tha the Company's determination of eligibility of employees to participate in the Pla are specifically excluded from the arbitration procedures outlined in Article G9 the Agreement.

STOCK OPTION PLAN

G12.19 The Verizon Stock Option Plan for New York and New Englar Associates, as amended, is hereby incorporated by reference as part of the Agreement.

All questions arising in connection with the Verizon Stock Option
Plan for New York and New England Associates are specifically
scluded from the grievance and arbitration procedures outlined in Articles G8
and G9 of the Agreement.

ONG TERM CARE INSURANCE PLAN

- The Verizon Long Term Care Insurance Plan for New York and New England Associates, as amended, is hereby incorporated by ference as part of the Agreement.
- All questions arising in connection with the Verizon Long Term Care Insurance Plan for New York and New England Associates are ecifically excluded from the grievance and arbitration procedures outlined in ticles G8 and G9 of the Agreement.

LIGIBILITY

- 12.23 Upon commencement of employment, all regular and temporary employees shall be eligible for benefits under the provisions of the flowing plans:
 - The accident provisions of the Verizon Sickness and Accident Disability Benefit Plan for New England Associates;
 - The Verizon Anticipated Disability Program for New York and New England Associates; and
 - The VDT provisions of the Verizon Vision Care Plan for New York and New England Associates.

All regular and temporary employees with at least six (6) months. Net Credited Service as computed under the Verizon Pension Plan for New York d New England Associates, as amended, shall be eligible for benefits under the ovisions of the following plans:

- The sickness provisions of the Verizon Sickness and Accident Disability Benefit Plan for New England Associates;
- The Verizon Group Life Insurance Plan for New York and New England Associates;
- The Verizon Long Term Disability Plan for New York and New England Associates; and
- The Verizon Long Term Care Insurance Plan for New York and New England Associates.

All regular and temporary employees with at least three (3) month of Net Credited Service as computed under the Verizon Pension Plan for New Yor and New England Associates, as amended, shall be eligible for benefits under the provisions of the following plans:

- The Verizon Medical Expense Plan for New York and New England Associates;
- The Verizon Alternate Choice Plan for New York and New England Associates;
- The Verizon Dental Expense Plan for New York and New Englan Associates; and
- The Verizon Vision Care Plan for New York and New Englan Associates.

Prior to attaining three (3) months of Net Credited Service, employees can obtain benefits under the foregoing four (4) plans on a fully contributory basis, accordance with the terms of the specific Plan.

Eligibility under the Verizon Pension Plan for New York and New Englan Associates, the Verizon Savings and Security Plan for New York and New Englan Associates, and the Verizon Stock Option Plan for New York and New Englan Associates is governed by the terms of each respective plan. All other eligibility provisions of each of the plans named herein also apply.

ARTICLE G12A Extended Medical Coverage

- G12A.01 Regular employees who are not eligible for a service pension and

 (i) whose employment is terminated as a result of layoff of application of the force adjustment plan; or (ii) who elect to leave the service of the Company pursuant to the provisions of the Income Protection Plan, shall continue to remain eligible for coverage for up to eighteen (18) months under the Verizon Medical Expense Plan for New York and New England Associates, of the Successor plans, as follows:
 - (a) An employee whose net credited service is five (5) years of more will be eligible for coverage at Company expense for period of six (6) months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional twelve (12) month

at the employee's expense by paying the monthly premium amount.

- (b) An employee whose net credited service is at least one (1) year but less than five (5) years will be eligible for coverage at Company expense for a period of three (3) months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional fifteen (15) months at the employee's expense by paying the monthly premium amount.
- (c) An employee with less than one (1) year of net credited service who is eligible for coverage at the time of termination of employment may elect to continue such coverage at the employee's expense for a period of eighteen (18) months following the month in which employment is terminated by paying the monthly premium amount.

G12A.02 The extended medical coverage shall be on the same basis and in the same amount to which the employee or the employee's dependent(s) was entitled immediately prior to the employee leaving the service of the Company. If during the period of any extended medical coverage, as set orth above, the medical expense coverage is changed for employees who remain in the payroll, the same changes will be applied to persons participating in this extended medical coverage program.

ARTICLE G13 Monthly Pension Benefit

Subject to the provisions of the Verizon Pension Plan for New York and New England Associates applicable to employees covered by his Agreement, together with all procedures authorized in connection therewith, in employee's basic monthly retirement benefit shall equal the dollar amount hown from the appropriate pension band for that employee in the following able, according to date of retirement, multiplied by such employee's years and nonths of service (prorated for any period of time during which the employee was imployed on a part time basis).

For Retirement Commencing On and After

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On and After

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	7/1/00 To Be	7/1/01 To Be	7/1/02 To Be	7/1/03 To Be
Pension Band	Effective 7/1/00	Effective 7/1/01	Effective 7/1/02	Effective 7/1/0
<u>Number</u>	Monthly Benefit	Monthly Benefit	Monthly Benefit	Monthly Benefi
101	29.98	31.48	33.05	34.37
102	31.25	32.81	34.45	35.83
103	32.55	34.18	35.89	37.33
104	33.79	35.48	37.25	38.74
105	35.05	36.80	38.64	40.19
106	36.31	38.13	40.04	41.64
107	37.61	39.49	41.46	43.12
108	38.88	40.82	42.86	44.57
109	40.15	42.16	· 44.27	46.04
110	41.39	43.46	45.63	47.46
111	42.67	44.80	47.04	48.92
112	43.94 <i>•</i>	46.14	48.45	50.39
113	45.20	47.46	49.83	51.82
114	46.46	48.78	51.22	53.27
115	47.71	50.10	52.61	54.71
116	49.00	51.45	54.02	56.18
117	50.26	52.77	55.41	57.63
118	51.52	54.10	56.81	59.08
119	52.79	55.43	58.20	60.53
120	54.06	56.76	59.60	61.98
121	55.30	58.07	60.97	63.41
122	56.59	59.42	62.39	64.89
123	57.85	60.74	63.78	66.33
124	59.10	62.06	65.16	67.77
125	60.38	63.40	66.57	69.23
126	61.64	64.72	67.96	70.68
127	62.92	66.07	69.37	72.14
128	64.18	67.39	70.76	73.59
129	65.44	68.71	72.15	75.04
130	66.70	70.04	73.54	76.48
131	68.00	71.40	74.97	77.97
132	69.24	72.70	76.34	79.39
133	70.51	74.04	77.74	80.85
134	71.78	75.37	79.14	82.31
		7///	00.40	02.71

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ARTICLE G14 Personal Leave of Absence

G14.01 Leaves of absence may be granted to an employee for personal reasons upon written request stating the reason, and approved by the Company. Such leaves of absence may be extended upon written request, stating the reason, and approved by the Company.

G14.02 Upon return from a personal leave of absence, an employee shall be reinstated on the same wage table and at the rate of pay then in effect. The employee shall return to the same assignment or an assignment generally similar to that in which the employee was last engaged prior to the leave of absence.

Personal leaves of absence shall not break the continuity of service, but if such period of absence exceeds one (1) month, the excess over one (1) month shall be deducted when computing net credited service, unless provided otherwise under a particular type of leave.

ARTICLE G14A Military Service

ABSENCE FOR MILITARY SERVICE

G14A.01 Where an employee, in order to fulfill an obligation to perform military training and service, enlists in one of the reserve components of the Armed Forces, the employee's absence from the Company pursuant to their initial assignment to active duty for training exceeding one month (usually a six-month period commencing within 120 days of enlistment) shall be covered by a personal leave of absence, with credit for service and with eligibility to death benefits, all in accordance with the terms of the Benefit Plan. If disabled by sickness or injury during the leave of absence sickness disability benefits shall not be payable during the period for which the leave of absence is granted. If such disability extends for eight days or more beyond the expiration of the leave of absence, eligibility to sickness disability benefits, subject to the provisions of the Benefit Plan, will be reestablished on the day following the expiration date. The period of absence shall be credited for purposes of pay progression. The inclusive dates of the leave of absence shall be the dates indicated by the employee's orders to active duty.

REGULAR OR ADDITIONAL MILITARY TRAINING DUTY

G14A.02 Where an employee who is a member of one of the reserve components of the Armed Forces is required to perform training other than an initial period of extended active duty for training, the employee's absence from the Company (usually for a two-week annual encampment of cruise, but in some instances for longer periods due to special study, instruction or training courses) shall be covered by a personal leave of absence. The period of such leave of absence in excess of the first month shall be deducted in the determination of the employee's term of employment under the Benefit Plan. disabled by sickness or injury during the leave of absence, sickness disability benefits shall not be payable during the period for which the leave of absence is granted. If such disability extends for eight days or more beyond the expiration of the leave of absence and the duration of the leave of absence is not more than six months, eligibility to sickness disability benefits, subject to the provisions of the Benefit Plan, will be reestablished on the day following the expiration date, Where the period of the leave of absence exceeds six months, eligibility to sickness disability benefits will not be reestablished except upon the employee's return to work. In the event of death during the period (not exceeding one year) of a leave of absence granted in accordance with the provisions of this Paragraph, a death benefit will be payable subject to the provisions of the Benefit Plan. The period of absence in excess of the first month will not be credited for purposes of pay progression. The inclusive dates of the leave of absence shall be the dates indicated by the employee's orders to duty.

EMERGENCY MILITARY SERVICE

G14A.03 Employees who are members of the National Guard and who are called into active emergency service of a State will be excused for the necessary period of such service. If the period of such service should extend beyond 30 days, the treatment provided will be governed by the circumstances prevailing at the time.

PAYMENT FOR ABSENCE

G14A.04 Regular employees who are absent for military training duty in the reserve component of the Armed Service shall be paid the difference between Company pay and Government pay in connection with the first eleven scheduled working days of absence, including holidays, in any one calendar year. When an employee is required to meet these training obligations twice within the same calendar year, due to the overlap between fiscal and calendar years, the

difference between Company pay and Government pay may be paid for both training periods, except that the total amount of the difference paid over a period of two (2) consecutive calendar years shall not exceed the equivalent of two (2) weeks for each calendar year during the same period.

G14A.05 Regular employees granted leaves of absence because of induction under the Selective Services Act of 1948 as amended or as a member of the reserve components of the Armed Forces, including National Guard ordered or called into active military service, who have less than one year of net credited service on the date the leave begins will receive the difference between their Company pay and Government pay for the first two weeks of military service. Employees granted such leaves of absence who have more than one year net credited service on the date the leave begins will receive the difference between their Company pay and Government pay for the first three months of Military Service or for any shorter period of such service. Following completion of payments to employees on such leaves, regardless of length of service, who have spouses or dependent children under 18 years of age at the commencement of their leave will receive for a further period of three months the difference between Company pay and Government pay determined as of the beginning of such additional three-month period. For these purposes, Government pay will include basic pay, pay for special or hazardous duty, quarters allowance, plus any other family allowances provided by law.

RETURN FROM MILITARY SERVICE

G14A.06 The rate of pay of employees on return from military leaves will be the same as if they had worked continuously with the Company in the jobs held when such leave was granted.

RETROACTIVE PAYMENTS OF RATING DIFFERENTIALS

- 314A.07 If the veteran, after reemployment, qualifies for a rating to which they were eligible during the period of their military leave and is ssigned the employee will be entitled to retroactive payment of the rated wage ifferential under the following condition.
 - (a) If, during the period of a military leave an employee becomes eligible to apply for a rating and passes the rating within the time specified in Note 3, after reemployment, the employee will receive the differential between the reemployment rate and the rating wage step determined by their military service credit

retroactive to date of reemployment but not to exceed a total of 65 weeks' retroactive payments.

- Note 1: "Military Service Credit" shall mean the number of months on military leave of absence credited for wage progression. Retroactive wage payments shall be calculated in accordance with the wage schedules in effect at the date of reemployment.
- Note 2: For the purpose of this practice: "Rating" shall refer to the ratings available for the rated job titles as identified in Article G33.
- Note 3: The specified time, after reemployment, for acquiring a rating to which employee was eligible during the period of military leave is as follows:
 - (a) Two years if period of military leave of more than one year. In calculating this "period of military leave of more than one year" the extended period of the military leave of absence from the date of military discharge to date of reemployment set forth in G14A.14-G14A.16 shall be included.
 - (b) Period of military leave of one year or less-Double the period of military leave up to two years in which to acquire the rating to which employee became eligible during the military leave. In calculating this "period of military leave of one year or less", the extended period of the military leave of absence from date of military discharge to the date of reemployment set forth in G14A.14-G14A.16 shall be included in totaling the one year

RETROACTIVE RATING DATES

G14A.08 If the veteran, after reemployment, qualified for a rating to which they were eligible during the period of their military leave, the veteran will be entitled to retroactive rating dates under conditions outlined it paragraph G14A.09. In no case will the rating seniority granted the veteran better than the employee might have obtained if they had remained in the Company's employ.

G14A.09 The "base date" will be understood to mean the retroactive da "within the period of their full military leave" on which the employee would have been eligible to the rating if the employee had work continuously with the Company in the job held when military leave was grante. The base date therefore will in no case be earlier than the first day of military leave.

TRANSFER TO A DIFFERENT RATED JOB TITLE

G14A.10 If a veteran entered military service while employed in a rated job tittle and subsequent to reemployment, transfers to another rated job title the employee will be eligible to retroactive wage treatment equal to but in no case exceeding the retroactive wage treatment to which they were entitled in their original assignment in accordance with G14A.07, Note 3. In case of such transfer the employee will be eligible to retroactive rating treatment based on the date of transfer.

EMPLOYEE WITH PRIOR EXPERIENCE IN A RATED JOB TITLE WHO ENTERED MILITARY SERVICE DIRECTLY FROM A NONRATED JOB TITLE

G14A.11 An employee transferred from rated work to nonrated work because of lack of work or an employee with rated service followed by a break in Company service who is reemployed in a nonrated job title will receive the following treatment if the employee subsequently enters the military service. Upon reemployment, the employee will be reassigned to rated work or to a higher paid nonrated job title providing their seniority rights would have entitled the employee to such transfer had the employee not entered the military service. The employee will be given rated or higher paid nonrated job title retroactive seniority treatment as of the day the employee would have been transferred had the employee not entered the military service.

G14A.12 The junior assigned employee in a rated or higher paid nonrated job title may be displaced or bumped by a reemployed veteran when the retroactive seniority rights of the returned employee are greater than the seniority rights of the junior assigned employee and when it is necessary to displace the junior assigned employee in order to reassign the returned employee to rated or higher paid nonrated job title and thus give effect to the greater seniority rights of the returned employee. Management will notify the reemployed veteran of their right to displace or bump a junior employee on a particular assignment and employee must assert this right within 15 days after notification. However, the requirements of the service shall be the controlling factor and reassignment may be held in abeyance to meet service requirements.

RETROACTIVE SENIORITY RIGHTS

G14A.13 Retroactive seniority ratings will receive consideration in accordance with the Contract for transfers to fill vacancies (bidding) and for choice in shifts when for any reason, reassignments are

necessary. However, in all cases the requirements of the service will be a controlling factor with treatment in accordance with the contract.

EXTENDED MILITARY LEAVE PERIOD

G14A.14 The veteran shall be provided with an extension of the military leave of absence from date of military discharge to date of reemployment, not to exceed 90 days after the employee is relieved from military training and service or from hospitalization continuing after discharge. However, reservist performing a short tour of training duty or an employee rejected for military service shall be limited to an extension of 30 days. This military leave extension period of 90 or 30 days shall be known as "the extended military leave period." It is not intended that the veteran will lose the benefits outlined herein if the employee is eligible to ratings within the allowable military leave period and elects to return to work before the date of eligibility to rating.

G14A.15 If the employee passes the rating within the specified time interval after reemployment, the rating will be made retroactive to the date the employee became eligible to pass the rating, i.e., the "base date" for the rating is the date the employee became eligible to the rating after military discharge but subsequent to reemployment.

G14A.16 If the employee passes the rating within the specified time interval the employee will be paid the difference between the reemployment wage actually received on date the employee became eligible for rating and the rated wage rates retroactive to the rating date, not to exceed the limit stated in the preceding paragraphs.

ARTICLE G15 Excused Work Days

G15.01 Each employee who has at least six (6) months of net credited service on January 1 of any year shall be eligible for four (4) Excused Work Days with pay and one (1) Excused Work Day without pay during that year.

Employees who do not work on their paid Excused Work Day stall be paid for the day as if for a normal or standard day worker (excluding any wage incentive or productivity payments) provided they are on the active payroll of the Company on that Excused Work Day.

- G15.03 One (1) paid Excused Work Day in each calendar year may be designated by the Company for employees in an administrative work group (as designated by the Company) or in any larger group, including the entire Company. Employees (except occasional employees) in any such group for which an Excused Work Day is designated by the Company and who are not otherwise eligible for a paid Excused Work Day shall be excused and paid for such designated day as set forth in paragraph G15.02 provided they are on the active payroll of the Company on the designated Excused Work Day.
- Employees may designate two (2) Excused Work Days on a reserved basis, for personal, immediate needs, to be taken on short notice and in increments of one-half of a day's assigned tour. The immediate supervisor or the supervisor in charge will grant up to one (1) short notice requests for such excused work time in each one-half tour on that day, if made prior to the start of the one-half tour requested. However, additional requests for such time on that day may be granted subject to the force requirements of the work group. Any unused time remaining on the days reserved for personal, immediate needs shall be taken on those days.
- Employees who are on vacation or absent with pay on their paid Excused Work Day for reasons other than having observed it as an accused Work Day shall have their paid Excused Work Day rescheduled if a acation day would have been rescheduled under the same circumstances.
- If employees agree to work on their paid Excused Work Day and the Company determines that the day cannot be rescheduled, they shall e paid as applicable in accordance with the following subparagraphs:
 - (a) Employees who agree to work before the work schedule becomes fixed shall receive one (1) day's pay as set forth in paragraph G15.02 in lieu of their Excused Work Day and shall in addition be paid in accordance with the provisions of the Collective Bargaining Agreement covering work on a scheduled day of work.
 - (b) Employees who agree to work after the work schedule becomes fixed shall receive one (1) day's pay as set forth in paragraph G15.02 in lieu of their Excused Work Day and shall in addition be paid in accordance with the provisions of the Collective Bargaining Agreement covering work on a non-scheduled day.

- (c) Time worked by an employee on his or her Excused Work Day shall be considered time worked on a regularly scheduled day of work for all purposes, except as is otherwise expressly provided in this Article.
- G15.07 Excused Work Days shall be selected in order of seniority.
- G15.08 Excused Work Days shall be selected by employees within each vacation group from the vacation schedule after full week and reserve week vacations have been selected.
- G15.09 Employees may select such days on a reserved or committed day-at a-time basis, or a combination thereof.
- G15.10 The period during which the Excused Work Days may be scheduled shall extend through the last weekly payroll period beginning in May of the following calendar year.
- G15.11 Changes in Excused Work Day schedules may be granted to an employee on the basis of the earliest request to the employee' immediate supervisor, subject to the needs of the business and force requirement of the work group; otherwise the Excused Work Days must be used as scheduled

ARTICLE G16 New Job Titles and Job Classifications

- G16.01 Whenever the Company determines it appropriate to create a new job title or job classification in the bargaining unit, or restructum or redefine an existing one, it shall notify the Union in writing of such job title classification and shall furnish a description of the duties and the wage rates of schedules initially determined for such job titles or classifications. Such wage rates or schedules shall be designated as temporary. Following such notice to the Union, the Company may proceed to staff such job title or classification.
- G16.02 The Union shall have the right, within thirty (30) days from recei of notice from the Company, to initiate negotiations concerning the initial wage rates or schedules established as temporary by the Company. negotiations are not so initiated, the temporary designation shall be remove from the job title or classification.

- G16.03 If negotiations are initiated, the parties will make a good faith attempt to reach agreement within ninety (90) days following the initiation of negotiations. If agreement is reached between the parties within this ninety (90) day period, the temporary designation shall be removed from the job title or classification.
- G16.04 If the parties are unable to reach agreement within the aforesaid ninety (90) day period, then each party shall deliver to the other, in writing, on the ninetieth (90th) day, its final position on the wage rates and schedules. Within three (3) business days of such delivery to the other party, either party may deliver a written modified final position to the other, provided such written modified final position is closer to the final position of the other party. If no such written modification is delivered, then such final positions may be submitted by the Union to a neutral third party as provided for in paragraph G16.06. If not so submitted, the temporary designation shall be removed from the job title or classification and the Company's final position will be the wage rate or schedule.
- G16.05 If, however, one party delivers to the other a written modified final position within three (3) business days, then such other party may deliver a written modified final position within three (3) business days following delivery of the first party's written modification. This process may continue as long as either party delivers a written modified final position within three (3) business days following the delivery to it of a written modified final position by the other party. All modified final positions must be closer to the most recent position of the other party. This process shall end when a party stands on its most recent position for three (3) business days after the delivery of the other party's most recent position. The most recent position of each party may then be submitted by the Union to a neutral third party as provided for in G16.06. If not so submitted, the temporary designation shall be removed from the job title or classification and the Company's final position will be the wage rate or schedule.
- G16.06 The neutral third party referred to above shall be selected by mutual agreement of the parties following receipt by the Company of written notice from the Union of its intention to submit the most recent positions of the parties to a neutral third party. Such notice must be received by the Company within thirty (30) days after the delivery of the most final positions.
- G16.07 Hearings and post-hearing activities shall be conducted in accordance with the provisions of Article G9 and shall commence within thirty (30) days after selection of the neutral third party.

G16.08 The neutral third party shall issue a determination and supporting opinion in writing within sixty (60) days after the close of the hearing. Such determination shall be limited to selecting the most recent position of one of the parties as the wage rate of the job title or classification in dispute. In determining the wage rate, the neutral third party shall not consider any wage rates previously determined by a neutral third party pursuant to this Article. The decision of the neutral third party will be retroactive to the date on which the Company first staffed such job title or classification; provided however, that the Company shall be liable only for retroactive wage adjustments including overtime computation, and that there will be no other kinds of adjustments.

G16.09 The decision of the neutral third party shall be binding on the parties. The third party shall have no authority to add to, subtract from or modify any provisions of this Agreement. The sole means for attempting to resolve any question arising in connection with the Company's determination referenced in this Article, or any other question arising under this Article, shall be through the grievance procedure of this Agreement (Article 8). No question arising under this Article shall be subject to arbitration, except as specifically provided in this Article.

ARTICLE G17 Classification and Treatment of Part Time Employees

- G17.01 The classification of a part time employee is based on the employee's "part time equivalent work week" which shall be determined prospectively by dividing the employee's total normally scheduled hours per month by 4.35 and rounding the result to the next higher whole number. (Illustration: 68 hours per month divided by 4.35 equals 15.6, rounded to a "part time equivalent work week" classification of 16).
- G17.02 The "part time equivalent work week" classification of each part time employee shall be reviewed by the Company no less often than every six (6) months on April 1 and October 1 of each year and adjusted on a prospective basis, if appropriate. In determining whether such adjustment is appropriate, the Company will consider the actual average number of hours worked per month during the preceding six (6) month period and the likelihood that such number of work hours will continue for a reasonably foreseeable period of time except that any hours worked which are paid at the overtime rate shall not be counted in computing the average number of hours worked.

- G17.03 Except as otherwise provided for in paragraph G17.04, a part time employee shall be paid at the equivalent basic hourly rate for a comparable full time employee working a normal daily tour in the same job title, classification, and work group. Payment to a part time employee for hours worked in excess of an equivalent normal daily tour or work week for a comparable full time employee shall be at the applicable overtime rate for a comparable full time employee based on such part time employee's basic hourly rate.
- G17.04 All hours worked by a part time employee in Customer Service

 Centers, Kiosks, DM/DR (Direct Marketing/Direct Response)
 Centers and any equivalent retail sales or service centers operation, shall be paid
 at the equivalent basic hourly rate for a comparable full time employee
 (excluding evening and night differential, Saturday differential, Saturday and
 Sunday premiums, holiday premium, or any other differentials or premiums)
 working a normal daily tour in the same job title, classification, and work group.
 Payment to such a part time employee for hours worked in excess of an equivalent
 rormal daily tour or work week for a comparable full time employee shall be at
 the applicable overtime rate for a comparable full time employee based on such
 part time employee's basic hourly rate.
- Payments to a regular part time employee for sickness disability, accident disability, or death benefits, vacations, holidays, anticipated disability leave, sickness absence, or termination allowance (or its equivalent) shall be prorated based on the relationship of the individual part time employee's "part time equivalent work week" to the normal work week of a comparable full time employee in the same job title and work group. A part time employee shall not be paid for time not worked on a holiday or for incidental absence due to sickness to which entitled unless such holiday or absence due to sickness occurs on a day of the week on which the employee is normally scheduled to work.
- G17.06 Employees who work as part time employees shall, if otherwise eligible to participate under the terms of such plans, be eligible for coverage under the Medical Expense Plan, Dental Expense Plan, and Vision Care Plan, as follows:
 - (a) Employees whose part time equivalent work week classification is sixteen (16) hours or less shall be eligible by enrollment and payment of 100% of the premiums for such coverage;

- (b) Employees whose part time equivalent work week classification is seventeen (17) hours through twenty-four (24) shall be eligible by enrollment and payment of 50% of the premiums for such coverage;
- (c) Employees whose part time equivalent work week classification is twenty-five (25) hours or more shall be eligible for such coverage on the same basis as a regular full time employee.

Note: For the term of this Agreement, regular employees who were on the active payroll of the Company as of December 31, 1980, and who work part time on or after January 1, 1981, without a break in term of employment, shall continue to be covered under the plans in this paragraph G17.06 on the same basis as a regular full time employee regardless of classification.

G17.07 All part time employees, regardless of work location of environment, when eligible for paid and unpaid Excused Work Days in any year will be entitled to such time off based upon the ratio of any such part time employee's equivalent work week to the normal work week of a comparable full time employee. The amount of such time off to which entitled is best expressed in terms of hours, i.e., a part time employee with a classification of 15 on a comparable 40 hour tour shall be entitled to 12 paid Excused Work Day hours and 3 unpaid hours.

G17.08 Excused Work Days for part time employees normally shall only be granted on a scheduled work day and normally should cover the total hours in the scheduled work day. The excused time off paid for, however, should not exceed the number of hours the employee is scheduled to work that day, i.e., if scheduled to work 4 hours the excused work day time charged and paid for on that day may not exceed 4 hours.

G17.09 When the Excused Work Day hours for which an employee is entitled - either totally for the year or that portion remaining after the employee has utilized a number of scheduled work days - are less than the hours in any scheduled day of work they may be taken by having the employee work a partial tour and be excused and paid for the time equivalent to the remaining Excused Work Day entitlement.

ARTICLE G18 Safety and Health

- **G18.01** The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, and the employees will be expected to cooperate with the Company.
- G18.02 Safety is a concern to the Company and the Union. The Company and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of the principles of safety on the part of all employees to provide for their own safety and that of their fellow employees, customers and the general public.
- G18.03 To achieve the above principles, the Company and the Union agree to establish for the duration of this Agreement an advisory committee on safety principles at the Company headquarters level. The committee shall consist of not more than three (3) representatives each from the Company and the Union (to be appointed by the Company and the Union espectively). This committee shall meet from time to time as required but at east three (3) times per year.
- **518.04** In connection with any safety activities, the Company agrees to reimburse only for the time spent by active employees for ttendance at such committee meetings during the employee's scheduled tour at ne employee's regular straight time rate of pay.

ARTICLE G19 Taxicab Fare

719.01 An employee who becomes ill or meets with an accident during the tour of duty, necessitating transportation from place of work to ome by taxicab, shall be reimbursed for the expense incurred by such trip.

ARTICLE G20 Termination Payments

G20.01 The following termination pay treatment will be applicable to a regular employee when the employee is laid off due to lack of work:

Net	No. of	Net	No. of
Credited	Weeks'	Credited	Weeks'
Service	Pay	Service	Pay
Less than 1 year	0	12 years	21
1 year	2	13 years	23
2 years		14 years	25
3 years	.,5	15 years	
4 years	6	16 years	31
5 years	7	17 years	
6 years	8	18 years	37
7 years	11	19 years	40
8 years	13	20 years	43
9 years	15	21 years	46
10 years	17	22 years	49
11 years	19	23 years and over	

Note:

Service of one-half year or more shall be considered a full year of service when the employee has more than one year of service.

G20.02 This termination pay treatment may also be applied in the sole discretion of the Company to a regular employee leaving the Company for other reasons.

G20.03 An employee who receives a termination allowance and i subsequently rehired before the expiration of the number of week upon which the termination allowance was computed shall be regarded as havin received an advance for the excess number of weeks. The employee shall repa such amount to the Company through weekly payroll deductions at the rate of a least 10% of the employee's basic weekly wage.

ARTICLE G21 Reassignment Pay Protection Plan

G21.01 If, because of force surplus adjustments, employees are assigned to jobs where the rate of pay of the new job is less than the current rate of the employee's regular job, the rate of pay will be reduced over a period of time based on the employee's length of service. The reductions in pay are effective at periods following reassignment as shown below and are based on the difference in rates for the old and new job.

0 - 5 YEARS

- No Reduction
- 1/3 Reduction
- 2/3 Reduction
- Full Reduction

5 - 12 YEARS

Weeks 1 through 56	- No Reduction
Weeks 57 through 60	- 1/3 Reduction
Weeks 61 through 64	• •
	- 2/3 Reduction
Weeks 65 & thereafter	- Full Reduction

<u> 12 + YEARS</u>

First Three (3) Years	- No Reduction
Weeks 1 through 4 of Fourth Year	- No Reduction
Weeks 5 through 8 of Fourth Year	- 1/3 Reduction
Weeks 9 through 12 of Fourth Year	- 2/3 Reduction
Week 13 & thereafter of Fourth Year	- Full Reduction

During the three year period following the effective date of the assignment the employee shall continue to be paid while in the lower paid job, an amount equivalent to the rate of pay of the higher paid job in effect at the time of the assignment. Such employee, however, shall receive any increases in pay in amounts which are applicable for a comparable employee in the lower rated job to which assigned.

ARTICLE G22 Training and Retraining Programs

GENERAL

G22.01 The Company will offer, at Company expense, training and retraining programs to its employees for personal or career development and to employees being displaced to qualify for job vacancies as anticipated by the Company. When offering career development training covering advanced technical skills related to rated job titles, rated employees normally will be given priority.

G22.02 The personal or career development training and the job displacement retraining programs contemplated by this provision will be generic in nature and separate and distinguished from the current job specific training instruction.

PERSONAL OR CAREER DEVELOPMENT TRAINING

G22.03 Personal or Career development training programs will be designed as an educational self-development aid to assist regular employees in their personal development or preparing themselves for career progressio opportunities or job changes within the Company.

- G22.04 Training under such program will be generic in nature as opposed to the job specific and will cover:
 - Technical skills (basic electronics, transmission theory, compute concepts, electronic logic, fibre optics, etc.)
 - Sales skills (interpersonal relationships, oral communication effective writing, marketing concepts, sales techniques, etc.)
 - Clerical skills (typing, VDT operation, data entry, compute literacy and operation, etc.)
 - Other fundamental skills (basic mathematics, skillful readin vocabulary development, grammar and usage, etc.)
- **G22.05** The Company will provide a sufficient number Training/Retraining Manuals for use by employees who particip in the program. Manuals will include:

- A basic explanation of qualifying tests (how to prepare for, typical contents, sample questions, etc.)
- Home study and developmental study program outlines
- List of approved courses and facilities offering such courses
- Educational counseling availability
- Any regular employee with at least one (1) year of net credited eligible to participate in such training program under the terms of uch program.
- Participation by employees in the Personal or Career development training program will be voluntary, and time spent by employees in uch training will be outside scheduled working hours and not paid or considered is time worked for any purpose.
- Successful completion by an employee of any training or courses offered pursuant to such program will be taken into account by the ompany when considering the employee for an upgrade or transfer.

RAINING ADVISORY BOARD

- There will be a Training Advisory Board which will consist of three union representatives and three management representatives (one whom will be the person in the Company responsible for training) who will eet periodically and have responsibility for:
 - (a) Furnishing advice to the Company on personal or career development and job displacement training courses and curricula;
 - (b) Reviewing and making recommendations regarding training delivery systems (e.g., technical schools, community colleges, home study and developmental study programs, etc.) available to be used by the Company;
 - (c) Evaluating the effectiveness of such training programs and courses and the delivery systems utilized;

- (d) Encouraging employees to participate in and successfully complete the available training courses.
- **G22.10** The Union and the Company will each be responsible for the respective costs and expenses of their representatives' participation on the Training Advisory Board and will share equally in the joint costs and expenses incurred by the Board.

CONCLUSION

- **G22.11** Personal or Career development training programs and Training/Retraining manuals offered under the provisions of the Article may be revised at the sole discretion of the Company.
- **G22.12** Nothing in these programs will supersede the applicable promotior or transfer provisions of this Agreement.

ARTICLE G22A Employee Development Programs

GENERAL

G22A.01 In order to raise the level of employee education, includin technical knowledge and customer focus, the Company and th Union will form an Employee Development Board consisting of the Vice Presiden Labor Relations, the Chairperson General Bargaining Committee, the Directo Human Resources Training & Development, or their designees, and three (3 representatives selected by the Union. The Board will meet periodically and ma be convened at the option of any party at mutually agreeable times. All action taken by the Board shall be by unanimous agreement.

FORMAL EDUCATION PROGRAMS

- G22A.02 The Employee Development Board will appoint a team consistin of a Union and a Company representative. All actions taken by th team shall be by unanimous agreement. With oversight from the Board, the tear will recommend which colleges and universities to work with to develo implement, and monitor formal education programs selected by the Board an paid by the Company.
 - (a) Although the parties may choose to offer additional program the parties agree that the Company will initially fund and off

- a degree program in telecommunications technology (hereinafter referred to as the NEXT STEP Program) which will include courses involving computers and electronics. The program also will address the subject of customer relations. The Union agrees not to boycott or interfere with the NEXT STEP Program.
- (b) The Union/Company team may propose entrance criteria to the universities; however, the universities will determine the entrance criteria, academic standards, test criteria for exempting from courses, and requirements for granting a degree. Classes will be scheduled one work day per week.
- (c) In addition to paying for the courses and programs, the Company will provide time off the job and pay employees for the time actually spent attending such courses and programs.
- (d) All regular full time employees assigned to rated job titles in the Plant bargaining unit are eligible to attend the NEXT STEP Program if they otherwise meet the entrance criteria. Seniority as defined in the Seniority Article of the Labor Agreement will determine priority of attendance.

G22A.03 Upon commencing course work in the NEXT STEP Program, the following will apply:

- (a) Upon successful completion of one half of the credits in the Program, the employee will be awarded a bonus payment in the amount of \$1500.00. Upon successful completion of the Program employees shall remain on their rated job title and will be awarded a bonus payment of \$2500.00. In determining whether an employee has successfully completed one half of the Program credits or the entire Program, the Company will take into account credits that an employee has earned including credits that were earned by passing a test for exemption from a course.
- (b) When designated and assigned by management to special work assignments, NEXT STEP Program graduates shall be transferred, either permanently or temporarily, to the job title Telecommunications Assistant and will be placed at the maximum wage rate (48 month step) on Wage Table 1.

G22A.04 As agreed by the parties and with assistance from educators and/or qualified consultants, the Company and the Union will participate in the development of the content of the courses and the Company will offer courses on team building during working hours. Courses, such as, but not limited to, concepts of customer-focused teams, advanced team training, how to run effective meetings, interpersonal skills, diversity, stress management, customer service, goal setting, conflict resolution and problem solving might be offered.

JOB DISPLACEMENT TRAINING

G22A.05 The Company will develop and offer, during working hours, courses designed to assist employees to prepare for the following current tests or their replacements, if any, which are required in order to qualify for some bargaining unit positions: General Test Taking, Universal Test Battery — Revised (UTB-R), Technician Mini-Course (TMC), Facilities Assignment and Control System Loop Assignment Center Mini-Course-Revised, (FMLC-R), Customer Assistance Role Play (CART-M), Customer Contact Evaluation-Revised (CCE-R), Call Simulator Test (CST), Special Representative (Telephone) Assessment, Data Entry Test (DET) and other such qualifying tests as may be developed in the future. All regular employees in the bargaining units are eligible to attend these courses. Seniority will determine priority of attendance.

G22A.06 The Company will give all regular full time employees an opportunity to be tested for an assessment of their employment skills and abilities. These tests shall be strictly voluntary; the results shall be kept confidential. In addition, the Company will pay for courses related to the development of employable skills and abilities which employees take during non working hours. Such courses may be covered by the Tuition Aid Program, but reimbursement may not be limited to courses covered by that program.

CONCLUSION

G22A.07 Employees will be allowed to take educational leaves in accordance with the provisions of the Enhanced Education Leave Program.

G22A.08 Any question arising in connection with this provision on "Employee Development Programs" is excluded from the arbitration provisions of the Labor Agreement.

ARTICLE G23 Income Protection Plan

- 23.01 When the Company pursuant to Article G25 ("Force Adjustment Plan"), notifies the Union in writing that a surplus exists, regular aployees in the affected job titles and work locations may elect, in the order of niority, and to the extent necessary to relieve the surplus, to leave the service of e Company and receive Income Protection payments under the procedures set th in this Article as provided for and modified by Article G25:
 - (a) The Company shall determine the job titles and work locations in which a surplus exists, the number of employees in such titles and locations who are considered to be surplus, and the period during which the employee may, if the employee so elects, leave the service of the Company pursuant to this Article. Neither such determinations by the Company nor any other part of this Article shall be subject to arbitration.
 - (b) If the Company deems it appropriate, it may offer to regular full time employees, in job titles in which a surplus does not exist, the opportunity to leave the service of the Company pursuant to this Article. The job titles, job locations and the number of employees to receive the offer will be determined by the Company. Such offer to each employee shall be conditioned on the Company's obtaining a qualified replacement for that employee from the employees in surplus job titles. Employees who accept voluntary downgrades will have their pay reduced over a period of time, as provided for in Article G21, ("Reassignment Pay Protection Plan"). The provisions of this paragraph (b) will not be implemented by the Company unless and until regular employees in the surplus job titles and work locations have had an opportunity to elect to leave the service of the Company pursuant to paragraph (a) above. The transfer provisions of this paragraph are separate from and not governed by the transfer and vacancy provisions of this Agreement.
 - (c) The total number of employees who may make such election under paragraphs (a) and (b) combined shall not exceed the number of employees determined by the Company to be surplus.

- (d) An employee's election to leave the service of the Company a receive Income Protection benefits must be in writing a transmitted to the Company within thirty (30) days from date of the Company's offer in order to be effective and it m not be revoked after such thirty (30) day period.
- G23.02 The Company will pay Income Protection payments under Artu G23.01 as follows:
 - (a) For such employees the Company will make an Inco Protection Plan (IPP) payment of One Thousand O Hundred Dollars (\$1,100.00), less withholding taxes, for e completed year of net credited service up to and includ thirty (30) years, for a maximum of Thirty Three Thousa Dollars (\$33,000.00) prior to withholding taxes. In lieu regular IPP payments the Company may, in its discretion, o Enhanced IPP payments. Furthermore, prior to proceeding a layoff resulting from a surplus in any particular job title a layoff area, the Company will offer Enhanced IPP payment ander Article G25.04. Enhanced IPP payments shall be eq to two times the applicable regular IPP payment (i.e., up t maximum of \$66.000.00).
 - (b) If the total amount of the IPP payment (this reference to payments and subsequent ones include Enhanced IPP) p to deductions for taxes does not exceed Ten Thousand Doll (\$10,000.00), that allowance shall be paid in a single lu sum within thirty (30) calendar days after the employee left the service of the Company.
 - (c) Except when (b) above applies, an employee may irrevoca elect to have the IPP payment made pursuant to one of following payment options:
 - (i) Forty-eight (48) monthly payments beginning month following the month in which the employee leaves service of the Company. Employees who elect this option a are within forty-eight (48) months of their sixty-seve (67th) birthday will be paid their monthly payments over months remaining up to their sixty-seventh (67th) birthda
 - (ii) Half of the IPP payment prior to deductions for taxes

a lump sum, with the remaining half paid in forty-eight (48) monthly payments as described in (i) above. Such lump sum payment shall be paid within thirty (30) calendar days after the employee has left the service of the Company.

- **G23.03** The years of net credited service in determining the IPP payment shall be prorated for any period of time, during which an employee is (was) employed on a part-time basis, in the same manner as net credited service is prorated based on part-time hours pursuant to the applicable pension plan.
- G23.04 If, within forty-eight (48) months, the recipient of an IPP payment is reemployed by the Company or by an affiliate or subsidiary company, or is engaged by or employed in a business or enterprise which competes directly with the Company or an affiliate or subsidiary, IPP payments will cease. If the IPP payment was being paid in forty-eight (48) monthly payments (with no lump sum), no repayment is required. If the employee received a lump sum, or a partial lump sum and monthly payments, the employee will repay the excess over what the employee would have received if payments had been made under the forty-eight (48) monthly payment schedule. Such repayment will be made through payroll deduction in each payroll period at the rate of ten percent (10%) of the employee's basic weekly wage, unless the employment is with a competitor, in which case repayment is due immediately.
- G23.05 No termination, separation, layoff or similar allowances shall be paid to any employee who elects to leave the service of the Company or be separated from the payroll and receive Income Protection payments pursuant to this Article.

ARTICLE G24 Job Protection and Job Bank

GENERAL

G24.01 When the Company pursuant to Article G25 ("Force Adjustment Plan"), notifies the Union that a surplus exists it will then follow the procedures set forth in this Article as provided for and modified by Article G25.

JOB PROTECTION

- **G24.02** Prior to layoff, the Company will do the following, in the order and to the extent that the Company determines that such measures will relieve the surplus:
 - (a) Offer, throughout the layoff area, to regular full time employees who are in the job title in which the surplus exists, the opportunity to leave the service of the Company in accordance with the provisions of Article G23 ("Income Protection Plan").
 - (b) Offer to regular full time employees, in job titles in which a surplus does not exist, the opportunity to leave the service of the Company in accordance with the provisions of Article G23 ("Income Protection Plan"). The job titles, job locations and the number of employees to receive the offer will be determined by the Company. Such offer to each employee shall be conditioned on the Company's obtaining a qualified voluntary replacement for that employee from the employees in surplus job titles. Employees who accept voluntary downgrades will have their pay reduced over a period of time as provided for in Article G21 ("Reassignment Pay Protection Plan").
 - (c) Laterally transfer employees in order of seniority from surplu job titles and work locations to the extent necessary t eliminate the surplus at those locations, to job titles an locations where there is a need resulting from th implementation of any or all of the procedures set forth 1 paragraphs (a) or (b) above. The surplus job titles, surplu work locations and the locations to which employees will b laterally transferred will be determined by the Company.

JOB BANK

- G24.03 In the event that the prior steps do not eliminate the surplus, the Company will establish a Job Bank. The vacancies to be included in the Job Bank will be determined by the Company and generally will include one or more of the following:
 - (a) Current vacancies for regular employees in other job titles

- the bargaining unit which are in the same or a lower pension band than the job titles in which the surplus exists.
- (b) Current vacancies for regular employees, outside of the bargaining unit but within the Company, in job titles which are in the same or a lower pension band than the job titles in which the surplus exists.
- (c) Current vacancies for regular employees, outside of the bargaining unit but within other NYNEX companies, in job titles which are in the same or a lower pension band than the job titles in which the surplus exists.
- G24.04 At the time the Job Bank is established the Company will notify the Union which vacancies were placed in the Job Bank. The Company will determine which individuals employed by the Company will be considered by the Company for placement in the vacancies and in what manner the vacancies will be filled.
- G24.05 The Company will then offer, to the surplus individuals identified in paragraph G24.04 above, in order of seniority, vacancies in the Job Bank for which they are qualified. Individuals who elect to accept vacancies from the Job Bank shall not be subject to layoff to relieve the surplus that caused this Iob Bank offer.

CONCLUSION

- G24.06 The transfer and vacancy provisions in this Article are separate from and not governed by the transfer and vacancy provisions of this Agreement. However, employees who fill vacancies under this Article shall be reimbursed for reasonable moving costs or elect to receive a relocation allowance if otherwise eligible under the applicable provisions of this Agreement. No other expense, travel time or expense allowance treatment will be provided.
- **G24.07** Employees who fill Job Bank vacancies in a lower pension band within the Company shall be treated as laid off employees for purposes of recall.
- **G24.08** No question arising in connection with determinations made by the Company under this Article, or any other questions arising under this Article, shall be subject to arbitration.

ARTICLE G25 Force Adjustment Plan

GENERAL

If, during the term of this Agreement, the Company notifies the Union in writing that technological change (defined as changes in equipment or methods of operation) has or will create a surplus of any job title in any work location which will necessitate layoffs or involuntary permanent reassignments of regular employees to different job titles involving a reduction in pay or to work locations requiring a change of residence, or if a force surplus or force rearrangement necessitating any of the above actions exists for reasons other than technological change, the Company shall provide the Union with the job title(s) and work location(s) affected, together with the names and net credited service dates of all employees in the affected job title(s) in the surplus location(s). In addition, if the surplus condition is caused by an External Event as these terms are defined in the letter of agreement dated August 5, 1994, the Company shall so notify the Union in writing. The Company shall take the following steps, in the order indicated below, to the extent necessary to eliminate the surplus or accomplish the force rearrangement.

- G25.01. The Company will implement the provisions of Article G23 ("Income Protection Plan"), except that:
 - (a) The replacement employee referenced in Article G23.01(b) can be in a surplus job title at a nonsurplus location and must be obtained from the canvass set forth in paragraph G25.02(b) below.
 - (b) The Company may implement paragraphs G23.01(a) and (b) at the same time.

Note: If a surplus is declared in a job title at a work location where an administrative work group in the surplus job title consists of employees reporting to other work locations and such employees are normally assigned to a common work area, all such work locations shall be considered as a single work location for purposes of the Force Adjustment Plan.

G25.02 If the implementation of paragraph G25.01 above does not eliminate the surplus, the following steps shall be taken in the following order:

- (a) Rated employees at all locations within the bidding area where rated employees are surplus may, to the extent of the number of rated employees who are surplus, assert seniority of rating rights to displace employees in the same job title permanently assigned within the bidding area.
- (b) The Company will conduct a simultaneous canvass at all. surplus locations within each Union Local area where a surplus exists. Employees at surplus locations may assert seniority rights to transfer to jobs made available by the Company for which they are qualified. Such jobs will include, but are not limited to, the following:
 - Jobs where there is a need resulting from the implementation of paragraph G25.01(b) above.
 - (2) Jobs in the surplus job title held by the most junior employees in the Union Local area, equivalent to the number of surplus employees in the job title in the Union Local area. However, an employee at a surplus location, at the time such employee is canvassed, cannot transfer to a job held by one of the identified junior employees if such junior employee is also at a surplus location.
 - (3) Notwithstanding any other provisions of the Labor Agreement, jobs identified by the Company which would result if the Company work completed or laid off certain temporary employees within the Union Local area, both within and outside of the surplus bargaining unit.
- G25.03 If the implementation of paragraphs G25.01 and G25.02 does not eliminate the surplus, the provisions of Article G24.03 G24.08 ("Job Bank") will apply except that the vacancies made available by the Company an be at a higher pension band than the job titles in which the surplus exists and an include vacancies from the NYNEX Job Bank.
 - (a) Notwithstanding any other provision of the Labor Agreement, the Job Bank (Article G24.03) may include openings and vacancies covered by this Labor Agreement and vacancies that would result if the Company work completed or laid off temporary employees, both within and outside of the surplus bargaining unit.

- (b) For purposes of this Article, the wages of any employees who are transferred, voluntarily or involuntarily, to jobs having lower basic weekly wage rates shall at the employee's option be reduced in accordance with Article G21 ("Reassignment Pay Protection Plan"), or green circled until the expiration of the Labor Agreement, that is, they will receive the wage rate applicable to their previous jobs, together with any negotiated wage increases, until the expiration of the Labor Agreement, at which time their wages will be reduced to the rate applicable to the job held at that time.
- (c) The transfer and vacancy provisions in this Article are separate from and not governed by the transfer and vacancy provisions of this Agreement. However, notwithstanding the provisions of Article G24.06, Plant, Traffic, Accounting, Logistics Services and Sales employees who fill vacancies under this Article shall be reimbursed for expenses in the same manner as outlined in Article P15.
- G25.04 If a surplus regular employee chooses not to transfer under the Job Banks canvass, the Company shall offer to such employees Income Protection payments as provided for in amounts set forth in the Labor Agreement. An employee's election to leave the service of the Company and receive Income Protection payments must be in writing and transmitted to the Company within seven (7) days of the offer and it may not be revoked thereafter. Such employees who elect to accept the Income Protection payments shall terminate their service and leave the payroll of the Company at the close of that seven (7) day period. All such employees who volunteer during such period will be accepted.
- G25.05 If the implementation of the above steps does not eliminate a surplus resulting from an External Event and if at least thirty (30) days has elapsed from the notification of a surplus condition pursuant to this Article, the Company shall lay off employees as provided for in the layoff provisions of this Labor Agreement.
- G25.06 Employees rearranged as a result of the implementation of this Article, will be given one opportunity, before the vacancies are posted and filled under the provisions of Article G30 ("Filling Vacancies"), to return to their former location and job title in the inverse order in which they were rearranged. Employees will be eligible for return opportunities for two (2) years from the date of their rearrangement, or for the life of this Agreement, whichever is greater. Employees declining such offer will still be eligible under Article G30 to fill posted vacancies.

G25.07 Nothing in this Article shall be construed as prohibiting the Company and the Union from modifying by mutual agreement, the force adjustment provisions.

ARTICLE G26 Technology Change Committee

- **G26.01** The parties will establish a Technology Change Committee consisting of not more than three representatives of the Company and not more than three representatives of the Union. Such committee may be convened at the option of either party at mutually agreeable times.
- G26.02 The purpose of the Committee is to provide for discussion of major technological changes (including changes in equipment, organization or methods of operation) which may affect employees represented by the Union. The Company will notify the Union at least six (6) months in advance of planned major technological changes. Meetings of the Committee will be held as soon thereafter as can be mutually arranged. At such meetings, the Company will advise the Union of its plans with respect to the introduction of such changes and will familiarize the Union with the progress being made.
- **G26.03** The impact and effect of such changes on the employees shall be appropriate matters for discussion. The Company will discuss with the Union:
 - (a) What steps might be taken to offer employment to employees affected:
 - In the same locality or other localities in jobs which may be available in occupations covered by the collective bargaining agreement between the parties; and
 - In other occupations in the Company not covered by the collective bargaining agreement.
 - (b) The applicability of various Company programs and contract provisions relating to force adjustment plans and procedures, including Income Protection Plan, Reassignment Pay Protection Plan, retirement, transfer procedures and the like.

- (c) The feasibility of job displacement training programs, as provided for in Article G22 (Training and Retraining Programs").
- **G26.04** The Committee shall not formulate policy or arrive at binding decisions or agreements, but rather shall be charged with the responsibility to develop facts and recommendations so that the Company can make well-informed decisions regarding the matters covered by this provision.

ARTICLE G27 Seniority

G27.01 Not withstanding the use of other terms throughout this Agreement, seniority in this Agreement shall be seniority of rating in the job title involved and net credited service as computed under the Verizon Pension Plan for New York and New England Associates applicable to employees covered by this Agreement, together with all procedures authorized in connection therewith. Seniority of rating, where ratings apply, shall take precedence over net credited service, except in the case of layoffs, force rearrangements associated with layoffs, and vacation selection, when the standard of seniority is net credited service.

G27.02 An employee's seniority of rating date will be adjusted for that time spent permanently (not on leave of absence) outside of the bargaining unit, but only up to the first five (5) years.

ARTICLE G28 Wage Administration

GENERAL

- **G28.01** The basic weekly wage rates by wage tables, zones and differential payments for the various job titles are set forth in Exhibit G3.
- G28.02 Wage rate length of service shall comprise the accumulated total of all regular and temporary employment in other departments of the Company or a Verizon affiliate. Regular part time and temporary employees shall accumulate wage rate length of service in the same manner as a regular full time employee.

- G28.03 This Agreement shall not be construed to prevent the Company from:
 - (a) engaging employees at rates above the minimum basic weekly wage rates commensurate with their previous training, employment, education, above normal attributes and experience in job titles and at locations determined by the Company;

When the provisions of paragraph (a) are implemented:

- Employees in such job titles and who are at such work locations or in the same administrative work group as the newly engaged employee, who are considered by management to be fully qualified to perform the essential functions of their job assignments, or
- Employees in such job titles and who are at such work locations or in the same administrative work group as the newly engaged employee, who have been fully integrated into the local overtime list and are qualified for overtime assignments without direct assistance or supervision;

who are at basic weekly wage rates below the start rate will have their wage rate advanced to the newly engaged employee's rate.

(b) engaging employees at start rates above the minimum basic weekly wage rates commensurate with employment market conditions in job titles and at locations determined by the Company. When the provisions of this paragraph (b) are implemented, employees in such job titles and who are at such work locations or in the same administrative work group as the newly engaged employee, who are at basic weekly wage rates below the start rate will have their wage rate advanced to the newly engaged employee's rate.

The wage rate on date of employment or on date of advancement to the new start rate, shall not exceed the two (2) year rate of the wage schedule to which assigned. Thereafter, the employee shall be eligible under the provisions of this Article to receive wage increases, with such eligibility commencing six (6) months following employment. The appropriate Business Manager will be

notified when the provisions of paragraphs (a) and (b) are implemented by the Company.

WAGE PROGRESS

G28.04 Employees will receive wage increases to the progression basic wage rates specified in their appropriate schedules in accordance with the time intervals and amounts provided in said schedules, and shall be made effective on the Sunday of the week in which the increase falls due, except that such wage increases may be deferred or withheld if in the judgment of the immediate supervisor an employee does not merit the increase. At least thirty (30) calendar days prior to the scheduled increase the employee's performance shall be reviewed with the employee by the immediate supervisor. If documented records of prior discipline indicate that an employee's overall performance does not meet requirements, the employee's increase may be deferred or withheld. Should the increase be deferred or withheld the employee and the Business Manager of the Local Union involved will be notified in writing at the time of review of the circumstances involved in the denial thereof. The employee has the right to appeal such denial through the grievance procedure.

G28.05 An increase which is scheduled to become effective after the first full day of an employee's absence from assigned duty because of accident or illness shall be postponed to become effective on the first day the employee returns to work. Subsequent increases to which an employee may be entitled shall not be affected by such postponement.

G28.06 When employees who have acquired ratings are assigned to the job title in which they hold the rating and have reached the progression basic wage rate in accordance with paragraph G28.04 above, they will receive wage increase to the maximum basic wage rates for the ratings specified in their appropriate wage schedules in accordance with the time intervals and amounts provided in said wage schedules.

G28.07 An employee who is assigned to a rated job title and acquires a rating in that job title, and has service in rated job titles at least equal to the minimum cumulative scheduled time interval required for that rating shall be advanced immediately to the wage step of that rating consistent with the employee's length of service in rated job titles. Thereafter, the employee shall advance to the maximum basic wage rate for that rating in accordance with the wage schedule time intervals.

Note: Credit shall be given for any excess period over the required schedule time interval toward the next scheduled wage step.

G28.08 If an employee is receiving benefit payments and is off the active payroll, no increase or decrease of wages is permitted and there are no retroactive wage payments when the employee returns.

Credit for wage progression shall be allowed as follows:

- (a) In the case of sickness or service connected disability, a maximum of one year credit unless specified progression basic wage rate or the maximum basic wage rate for the present rating is reached in a shorter period.
- (b) In the case of leaves not involving sickness, credit shall be for one month but not beyond the current step interval on the schedule, unless provided otherwise under a particular type of leave (for example: child care leave).

ARTICLE G29 Wage Treatment Following Transfer or Reemployment

TRANSFER

- **G29.01** Employees transferred, either permanently or temporarily, within the Company will be paid in the new job as follows:
 - at the new wage step equivalent to their present wage step, if the new wage is the same or higher than the present wage, not to exceed the maximum progression wage step for the new job;
 - 2. if the new wage step would pay less than their present wage step, employees shall be paid at the next wage step which is equal to or higher than their present wage, not to exceed the maximum progression wage step; except for transfers within their job title to a lower wage zone, in which case employees will be paid in accordance with the wage schedule of the higher zone for the duration of the transfer not to exceed one (1) year, and thereafter paid in accordance with the wage schedule of the lower zone;

- if there is no equivalent wage step on the new wage table, the employees will be paid at the next higher wage step of the new job which is at least equal to their present wage, not to exceed the maximum progression wage step for the new job;
- 4. if the employee's wage following transfer, or return to present wage table is not at the maximum progression wage step, the date for the employee's next scheduled step increase shall be measured from the date of the employee's prior scheduled step increase:
- employees transferred to an administrative work group, made up of employees from more than one (1) wage zone, will be paid in accordance with the wage schedule of the higher zone, and
- the above provisions do not apply to employees transferred under the Force Adjustment Plan or subject to the provisions of the Reassignment Play Protection Plan.
- G29.02 When a employees return to their prior job from a temporary transfer, their wage shall be recalculated and they shall be paid as though they never left the prior job, with wage progression credit given for time spent away from it.
- G29.03 When a permanent transfer is between rated job titles, rated employees will be permitted to retain present rated wage rate for a period of eighteen (18) months from date of transfer or twenty-four (24) months when transfer is due to rearrangement. However, if employee fails to acquire the necessary rating in the assigned job title within the period specified above, the employee's rate of pay will be reduced to the maximum progression wage rate.
- G29.04 Employees transferred to a job title in which they hold the rating shall receive the wage rate for that rating.
- G29.05 A temporary transfer of one (1) day or more to a different job title shall be made without change in employee's rate of pay; however:
 - (a) If transfer is to a rated job title and the employee holds the rating for that rated job title, the employee's rate of pay shall be adjusted to the wage rate for that rating.

(b) If transfer is to a wage table with a higher maximum wage rate, wage treatment will be in accordance with paragraph G29.01.

When such transfer involves a different reporting headquarters with a higher wage zone, the wage rate shall be adjusted as of the date of the transfer to conform to the wage zone of the new reporting headquarters.

When such transfer involves a different reporting headquarters with a lower wage zone, no change in wage zone shall be made.

G29.06 When a transfer of one (1) day or more is to a reporting headquarters outside of New England to a reporting headquarters where there is a higher wage rate at the same wage step for the comparable job, the wage rate will be raised, as of the date of transfer, by applying the next higher Company wage zone, if any, to the same wage step; provided that the new wage not exceed the maximum wage rate in wage zone one (1) for nonrated employees, or the maximum wage rate in wage zone one (1) for rated employees.

WAGE RATE AND WAGE PROGRESS AFTER REEMPLOYMENT

Within Twenty-Four (24) Months

- **G29.07** (a) If reemployed within 24 months to a job title in which the employee holds the rating, the employee shall receive the wage rate in effect at the time of reemployment for the rating held.
 - (b) If reemployed within 24 months to a job title in which the employee does not hold the rating, or to a job title in which ratings do not apply, the wage rate on reemployment shall be the wage rate in effect at the time of reemployment for the employee's prior wage step; adjusted, if necessary, to conform to any changes in wage table lengths. Thereafter, the employee shall be eligible under the provisions of Article G28 ("Wage Administration") to receive wage increases, with such eligibility commencing six (6) months following reemployment.

After Twenty-Four (24) Months but Within Thirty-Six (36) Months

- G29.08 (a) If reemployed after 24 months but within 36 months to a job title in which the employee holds the rating, the employee shall receive the forty-eight (48) month step wage rate. Thereafter, the employee shall be eligible under the provisions of Article G28 to receive wage increases, with such eligibility commencing six (6) months following reemployment.
 - (b) If reemployed after 24 months but within 36 months to a rated job title in which the employee does not hold the rating, or to a job title in which ratings do not apply, the wage rate on reemployment shall be the wage rate in effect at the time of reemployment for the employee's prior wage step; adjusted, if necessary, to conform to any changes in wage table lengths, but not to exceed the twenty-four (24) month step for job titles in which ratings do not apply or the thirty-six (36) month step for rated job titles. Thereafter, the employee shall be eligible under the provisions of Article G28 to receive wage increases, with such eligibility commencing six (6) months following reemployment.

After Thirty-Six (36) Months

G29.09 If reemployed after (36) months, the wage rate on reemployment shall be the wage rate in effect at the time of reemployment for the employee's prior wage step; adjusted, if necessary, to conform to any changes in wage table lengths, but not to exceed the twelve (12) month step for job titles in which ratings do not apply or twenty-four (24) month step for rated job titles. Thereafter, the employee shall be eligible under the provisions of Article G28 to receive wage increases, with such eligibility commencing six (6) months following reemployment.

WAGE RATE AND WAGE PROGRESS FOLLOWING TRANSFER FROM AFFILIATED COMPANIES

G29.10 Employees on the active payroll of Affiliated Companies who are transferred to the Company at their request shall be paid at a wage rate equal to their present wage rate if there is an equivalent wage rate on the new table. If there is no equivalent wage rate on the new table, the employee will receive the next higher wage rate. Thereafter, employees shall be eligible under

the provisions of Article G28 to receive wage increases, with such eligibility commencing six (6) months following transfer.

If the above transfer is to a rated job title, and the employee receives G29.11 the fourty eight (48) month step wage rate, the employee must acquire the rating for that job title within twelve (12) months of the date of transfer in order to retain that wage rate. Date of rating will be as provided for in Article P20 ("Examination Procedures"). However, if employee fails to acquire the necessary rating in the assigned job title within twelve (12) months, the employee's rate of pay will be reduced to the maximum progression wage rate.

ARTICLE G30 Filling Vacancies

G30.01 Management determines when a vacancy exists. Vacancies shall be filled in accordance with the provisions of this Article.

NOTICE OF VACANCY

G30.02

Subject to the provisions of paragraph G30.09, vacancies in rated job titles, vacancies following the use of intra-bargaining unit departmental transfer plans or bidding plans in Traffic, Accounting, and Sales, and vacancies in nonrated job titles in Plant shall be advertised for seven (7) dalendar days via electronic systems, toll free telephone tape message and by other means agreeable to the parties. The advertisement shall indicate number of vacancies, department, reporting location, job title, qualifications, initial tour assignment, closing dates and application instructions. Bidding areas will be the deographic boundaries of each of the Local Unions collectively comprising the Bargaining agent, as such boundaries exist on the effective date of this Agreement.

TRANSFER APPLICATION AND NOTICE OF AWARD

Applications shall be made via electronic systems or toll free G30.03 telephone number, or by other means agreeable to the parties, and must be submitted by the closing date of the advertised vacancy. Notice of award shall be furnished to the successful applicant and the appropriate Business Manager and shall be advertised via electronic systems and toll free telephone tape message. Successful applicants will have their length of time (residency) on the awarded job start as of the closing date of the advertised vacancy. It is expected that the successful applicant will be transferred, or assigned, to fill the vacancy no later than the start of the fourth weekly payroll period from the date of notice of award.

ELIGIBILITY

G30.04 Employees shall be eligible to fill vacancies or to apply for transfer to fill vacancies after twenty-four (24) months on present assignment. Such vacancies include vacancies at an employee's reporting location where two or more separately administered work groups exist within the same job title. However, employees with less than twenty-four (24) months or present assignment may submit bids for jobs in the same job title. Such requests will be considered when there are no eligible bids received, subject to the mutual consent of Local Management and the Local Business Manager involved.

Note:

Regular full time employees who were reclassified from temporary full time positions in their job title at their existing reporting location and temporary full time employees who are reassigned in their job title at their existing reporting location, will be considered as having been on their present assignment from the date they reported to the temporary position held prior to their reclassification or reassignment.

SELECTION

Rated Job Titles

- G30.05 In cases of conversion, the employees of the offices to be converted will be given first consideration of assignments to the new office.
- G30.06 Consistent with the requirements of the service, applicants for transfer to fill vacancies shall be given consideration in the following order subject to Notes (a), (b), (c) and (d):
 - From regular full time employees within the bidding area in which the vacancy occurs who are permanently assigned in the job title in which the vacancy occurs.
 - (2) From regular full time employees outside the bidding area in which the vacancy occurs but within the Company, who are permanently assigned in the job title in which the vacancy occurs.
 - (3) From regular full time employees within the Company who are permanently assigned to other rated job titles.

- (4) From regular full time employees permanently assigned to other job titles within the bargaining unit who meet the requirements for the vacancy.
- (5) From regular full time employees permanently assigned to other job titles outside the bargaining unit who meet the requirements for the vacancy.
- (6) From former regular full time employees who were laid off from rated job titles in the bargaining unit and who are eligible for recall.
- (7) From regular part time employees.
- (8) From regular full time bargained for employees from outside of the IBEW bargaining units.
- (9) From temporary employees.
- Note (a) Applicants who are regular full time employees and who are assigned in the job title in which the vacancy occurs shall be considered in order of seniority.
- Note (b) When considering applicants who are regular part time or temporary employees, the same order of consideration shall be used as is used for regular full time employees who are permanently assigned.
- Note (c) When considering applicants from outside of the job title in which the vacancy occurs, selection, if made from these applicants, shall be based on the applicant's qualifications, physical suitability and previous plant experience for the work covered by the vacancy. Preference will be given to applicants with rating in the job title in which the vacancy occurs.
- Note (d) On Central Office vacancies preference will be given to experience in the particular type of Central Office involved.
- Note (e) For Plant Bargaining Unit vacancies all plant clerical will be considered as a single job title.

Nonrated Job Titles

- G30.07 Consistent with the requirements of the service, applicants for transfer to fill vacancies shall be given consideration in the following order subject to Notes (a), (b), (c) (d) and (e):
 - (1) From regular full time employees within the bidding area ir which the vacancy occurs who are permanently assigned ir the job title and bargaining unit in which the vacancy occurs
 - (2) From regular full time employees outside the bidding area in which the vacancy occurs who are permanently assigned in the job title and bargaining unit in which the vacancy occurs
 - (3) From regular full time employees within the Company and bargaining unit who are not permanently assigned in the job title in which the vacancy occurs.
 - (4) From regular full time employees within the bidding area in which the vacancy occurs who are permanently assigned in the job title in which the vacancy occurs.
 - (5) From regular full time employees outside the bidding area in which the vacancy occurs who are permanently assigned in the job title in which the vacancy occurs.
 - (6) From regular full time employees within the Company who are not permanently assigned in the job title in which the vacancy occurs.
 - (7) From regular full time former employees who were laid off from nonrated job titles in the Labor Agreement and who are eligible for recall.
 - (8) From regular part time employees.
 - (9) From regular full time bargained for employees from outside of the IBEW bargaining units.
 - (10) From temporary employees.

- Note (a) Applicants who are regular full time employees and who are assigned in the job title in which the vacancy occurs shall be considered in order of seniority.
- Note (b) When considering applicants who are regular part time or temporary employees, the same order of consideration shall be used as is used for regular full time employees who are permanently assigned.
- Note (c) When considering applicants from outside of the job title in which the vacancy occurs, selection, if made from these applicants, shall be based on the applicant's qualifications, physical suitability and previous experience for the work covered by the vacancy.
- Note (d) For Plant Bargaining Unit vacancies all plant clerical will be considered as a single job title.
- Note (e) For Facilities Assigner vacancies, seniority of Estimate Assigner rating will apply.

OTHER PROCEDURES

G30.08 The provisions of paragraphs G30.02 through G30.07 do not apply to:

- (a) Reassignments within a clerical work group or a Logistics Services Employee Group when management does not expect to fill vacancies in that work group within ninety (90) calendar days of the reassignment. The reassignment will be filled by canvass of the employees in that work group.
- (b) Assignments to job titles covered in Article G31 (Note 1), or other assignments designated by management.
- 30.09 At the discretion of the Company, fifty (50) percent of the vacancies in each job title which otherwise would be advertised and processed accordance with paragraphs G30.02 through G30.07 may be filled by hiring gular or temporary employees, accepting transfers from outside of the rgaining unit or by accepting temporary full time employees from within the rgaining unit.

- **G30.10** The Company will furnish to the Union a quarterly status report of the number of vacancies, by job title, filled under the provisions of paragraph G30.09, and the number advertised under the provisions of paragraph G30.02.
- **G30.11** All questions arising in connection with paragraphs G30.09 and G30.10 specifically excluded from the arbitration procedures in Article G9 of the Agreement, except a claim that the Company has exceeded the percentage specified in paragraph G30.09.

ARTICLE G31 Titles and Classifications

G31.01 List of job titles, ratings, and employee groups are

Title N	Rated (R) onrated (NR)	Employee <u>Group</u>
Central Office Technician (P)	R	I
Equipment Installation Technician (P)	R	I
Outside Plant Technician (P)	R	I
Splice-Service Technician (P)	R	I
Telecommunications Assistant (P)	NR	ł
Facilities Assigner (P)	NR	1
Customer Service Assistant (P)	NR	1
Translation Administrator (P)	NR	1
*Building Equipment Mechanic (P)	NR	Į.
*Building Specialist (P)	NR	ſ
*Head Building Attendant (P)	NR	ſ
Building Attendant (P)	NR	Į.
Automotive Equipment Mechanic (P)	NR	t
Automotive Mechanic (P)	NR	1
Garage Attendant (P)	NR	I
*Head Materiel Attendant (P)	NR	I
Materiel Attendant (P)	NR	I
Materiel Assistant (P)	NR	11
Special Assistant (P)(A)(T)(S)	NR	11
Administrative Assistant (P)(T)(A)(S)	NR	11
Office Assistant (P)(T)(A)(S)	NR	II
* Staff Assistant-Craft (P)	NR	I
* Contract Work Inspector (P)	NR	I
*Power Follow Thru Inspector (P)	NR	I
*Transmission Technician (P)	NR	I
*Toll Assigner (P)	NR	H
Coin Telephone Collector (P)	NR	I
*Coin Telephone Assistant (P)	NR	I
Driver A (Tractor Trailer) (P)	NR	I
Driver B (Heavy Equipment) (P)	NR	I
Operator (T)	NR	I
Public Communications Sales Specialist Representa	ative (S) NR	H
\$ervice Assistant Aide (T)	NR	I
Service Assistant (T)	NR	I
Service Representative (S)	NR	II

Note 1 - The provisions of Article P13 apply to this job title.

Plant (P), Traffic (T), Accounting (A), Sales (S)

ARTICLE G32 Levels and Principal Duties for Clerical Jobs

G32.01 The following are the levels and principal duties for clerical jobs.

Specific duties may vary between departments. The job duties under each job level are not necessarily the only job duties which may be assigned to that job level.

G32.02 In recognition of the fact that job duties may change and that reclassification of employees to new job titles in accordance with these levels and principal duties will not involve any individual job evaluations the Company reserves the right to evaluate and reevaluate a job, when an employee leaves it and the job is to be permanently backfilled. In those cases when the job is to be assigned to a different level, the Company will so notify the Union, and will review the evaluation results prior to placing an employee on the new assignments. If employees are to be permanently assigned with their job duties to a different job level where the rate of pay is less than the rate of pay of their current job level, the employee's rate of pay will be reduced over a period of time in accordance with the provisions of Article G21.01. If the Union disagrees with the Company's decision it will have the right to grieve and arbitrate the matter.

G32.03 In evaluating a job, the Company will place it on the level in which the major portion of the job duties fall, even though other assigned job duties may be on the other levels.

G32.04 On temporary assignments to a higher job level, to qualify for the rate of pay for that job level an employee must perform one or more job duties of that particular job level the major portion of the assigned tour.

PRINCIPAL JOB DUTIES - Office Assistant (Wage Table 13)

- 1. Handling mail
- Serving as a messenger
- 3. Typing/Word Processing
- 4. Classify, record and distribute or file
- 5. Collect, check, add, correct, verify and reconcile information and data
- 6. Compute, compile, transcribe and summarize information
- Operate business machines and terminal devices (VDT,CRT, PC, etc.)
- 8. Originate forms and correspondence
- 9. Prepare, type and correct service orders
- 10 Process service orders and miscellaneous customer records

- 11. Perform routine functions associated with complex bills
- 12. Collect, count and balance monies, and receipt bills

PRINCIPAL JOB DUTIES - Administrative Assistant (Wage Table 15)

- 1. Acts for supervisor in assigning work to other employees
- 2. Analysis of complex statistical reports
- 3. Handles customer service contacts
- 4. Performs all activities of complex major job function
- 5. Prepare work assignments and schedules
- Performs reader and/or screener functions in administrative or control centers equipped with Mechanized Loop Testing
- 7. Performs advanced graphic arts functions
- Performs all functions associated with the operations of mechanized support systems
- 9. Investigates and reconciles toll billing errors
- 10. Operates large computer, peripheral equipment and associated tape library
- Operates large business machines including computers, copy machines and bindery machines
- 12. Operates complex bill enclosing machine
- Performs all activities associated with the collection of overdue live and final accounts
- 14. Analyzes, prints, sorts and distributes payroll checks

PRINCIPAL JOB DUTIES - Special Assistant (Wage Table 17)

- 1. Formats and negotiates complex service orders
- 2. Performs all major job functions of Traffic Technical Support Group
- Investigates, reconciles and corrects complex service orders
- Analyzes Central Office data associated with switching components and resolves data problems which affect central office service
- Investigates and corrects Useage, Guide and WATS errors
- 6. Investigates and corrects Carrier Access Useage billing

ARTICLE G33 Definitions

LINION REPRESENTATIVE

G33.01 The term "Union Representative" as used in this contract means a duly authorized representative of the Union.

RATED JOB TITLES

G33.02 Those job titles for which ratings are required for progress to the maximum basic wage rate for the ratings specified.

NONRATED JOB TITLES

G33.03 Those job titles for which ratings are not required for progress to the maximum basic wage rate.

REGULAR EMPLOYEES

G33.04 A regular employee is one who is engaged for the usual activities of the business and whose employment is reasonably expected to continue for longer than one year, although it may be terminated earlier by either the Company or the employee.

TEMPORARY EMPLOYEES

G33.05 A temporary employee is one whose term of employment is intended to last more than three (3) weeks but ordinarily not more than one year, or who is engaged for a specific project or definite period of time which may be more than a year. The Company will not hire any temporary employee into a rated job title for a period of more than three (3) years.

OCCASIONAL EMPLOYEES

G33.06 An occasional employee is one who is engaged on a daily basis for a period of not more than three (3) consecutive weeks, or for a cumulative total of not more than thirty (30) days, in any calendar year, regardless of the length of the daily or weekly assignments. An occasional employee who actually works or is engaged to work in excess of three (3) consecutive weeks or thirty (30) days in a calendar year shall be reclassified as a regular or temporary, full or part time employee as appropriate.

FULL TIME EMPLOYEES

G33.07 "Full time" employees are those regular, temporary occasional employees who are employed for the normal number of working hours per week.

PART TIME EMPLOYEES

G33.08 A "Part time" employee is one who is employed and normally scheduled to work less hours per average month than a comparable Full time employee in the same job title, classification and work group working he same normal daily tour.

BASIC HOURLY WAGE RATES

The rates determined by dividing the basic daily wage rate by the number of hours constituting the employee's full tour for a specific day.

BASIC WEEKLY WAGE RATES

The rates shown on the wage schedules listed in Exhibit G3 which are the amounts paid for five (5) full tours at straight time.

AYS UNASSIGNED

33.11 The day or days of the week on which an employee is not assigned to work.

ARTICLE G34 Compressed Work Week

ENERAL

34.01 A Compressed Work Week changes the number of hours in a normal tour and the number of days in a normal work week, as erwise defined in Articles P1, T1, S1 and A1. Hours in a normal day or night r are changed allowing the total hours in a normal work week to be scheduled ewer than five (5) days. If the Company intends to implement a Compressed rk Week schedule, it will so notify the appropriate Business Manager and will sent a plan to the Work and Family Committee for consideration. A mpressed Work Week will be implemented only on a trial basis in locations roved by the Work and Family Committee for the first six (6) months. At the

end of the trial period, either party can prevent further implementation by so notifying the other in writing.

SCHEDULES

- G34.02 Hours assigned within a tour and the number of employees assigned to compressed work week schedule(s) will be consisten with the requirements of the service.
- G34.03 Participation by employees will be on a voluntary basis. Seniority shall govern the assignment of compressed work week schedules.

OVERTIME

G34.04 Overtime payments shall be made for time worked in excess of the compressed work week or time worked in excess of the compressed work week daily tour schedule.

DIFFERENTIALS

G34.05 The applicability of differential payments will not be changed b compression of the work week. Accordingly, the nature of the total or night tour - will not be changed by conversion to a compressed work week even if some of the hours fall into another tour.

UNASSIGNED DAYS

G34.06 Scheduled unassigned days may be rotated or constant. Dependi upon business needs, some weekdays may be restricted from ber an unassigned day.

VACATIONS/EXCUSED WORK DAYS

- G34.07 An employee will receive weekly vacations equal in hours to employee's scheduled work week. The total time taken as five day-at-a-time vacation days shall be equal in hours to the employee's schedu work week.
 - G34.08 The four (4) Excused Work Days ("EWD") with pay shall exceed four (4) times a normal work day as computed on the b of a five (5) day work week. Such hours shall be applied against scheduled to in the compressed work week up to the total EWD time allowed. If taken,

employee's EWD without pay shall be applied against a full scheduled tour in the compressed work week. Employees who take two or more EWD or vacation days within a work week will be scheduled for a standard work week.

HOLIDAYS

G34.09 When a holiday occurs on a compressed work week schedule, the workweek reverts to a five (5) day workweek with a holiday granted on the day it occurs.

ABSENCE

G34.10 Pay treatment for absences shall be in accordance with the provisions of the Labor Agreement. In regard to eligibility for payment, a day absent in a compressed work week, regardless of whether it has more or less hours than a normal tour, will be considered equivalent to a day absent in a normal work week. If an employee is eligible for payment, the employee will be paid for actual hours absent from work.

ARTICLE G35 Common Interest Forum

- **G35.01** A common interest forum will be established for the following purposes:
 - Providing a framework for early communication and discussion between the parties on business developments of mutual interest and concern to the parties and their constituencies;
 - (2) Discussing and reviewing innovative approaches to enhance the competitiveness of the Company and improve employment security;
 - (3) Improving understanding and relationships between the parties and avoiding unnecessary disputes by cooperatively addressing significant changes and developments in the Union or Company environment.

G35.02 Equal numbers of key Union and Management persons shall constitute the forum. Meetings will be convened by the parties at mutually agreeable places and times but no less often than quarterly. Otherwise, the members of the forum shall determine its composition, structure, agendas, and operation.

G35.03 It is the intent that such forum support the collective bargaining process, the established contractual dispute resolution procedures, and the existing joint Union-Management Committees.

Disability Pay and Arbitration of Medical Determinations

Memorandum of Commitment

Recognizing the desirability of improving certain procedures for dealing with noncompensable and compensable disability cases, the parties agree as follows:

- 1. If the Company finds or an employee claims an inability to perform all of the duties associated with the employee's job assignment because of a disability for which the employee is not receiving Workers' Compensation benefits, the Company, subject to the provisions of paragraphs 3 7, may have the employee perform the essential functions of the employee's job assignment with reasonable accommodation if necessary or may transfer the employee to another job assignment with a rate of pay equal to or lower than the rate of pay of the employee's pre-disability job assignment. If the rate of pay for the new job assignment is less than the rate of pay for the employee's pre-disability job assignment, the employee's rate of pay will be determined in accordance with Article G21 ("Reassignment Pay Protection Plan").
 - 2. If the Company finds or an employee claims an inability to perform all of the duties associated with the employee's job assignment because of a disability for which the employee is receiving Workers' Compensation benefits, the Company, subject to the provisions of paragraphs 3 7, may have the employee perform the essential functions of the employee's job assignment with reasonable accommodation if necessary or may transfer the employee to another job assignment with a

rate of pay equal to or lower than the rate of pay of the employee's pre-disability job assignment. If on the date that the employee commences work in the new job assignment the employee is receiving Workers' Compensation benefits for partial disability, the Company shall pay such amounts to the employee so that the employee's total compensation from wages and Workers' Compensation benefits shall equal the employee's pre-disability pay rate. If Workers' Compensation benefits cease, the employee's rate of pay will be determined in accordance with Article G21 ("Reassignment Pay Protection Plan").

- 3. Prior to implementing paragraph 1 or paragraph 2 for an employee, or prior to the expiration of an employee's disability benefits, the Company's Medical Director or the Director's designee (the "Director") after consultation with, or review of available medical data from, the employee's treating physician shall determine whether the employee is capable of performing the essential functions of the pre-disability job with reasonable accommodation if necessary or new job assignment, if any.
- 4. If the employee's treating physician has a medical opinion different than the Director's, the Union may present a grievance challenging the determination made by the Director. Since it is the intent of the parties to expedite the resolution of such grievances, it first must be presented at Step 2 of the grievance procedure and, if appealed, it must be appealed to Step 3 of the grievance procedure within thirty (30) calendar days of the notification to the employee of the Director's determination.
- Thereafter, the Union may appeal to arbitration if the Company receives notice of such appeal within thirty (30) days after conclusion of Step 3 of the grievance procedure.
- A neutral third party shall be selected by mutual agreement of the parties, and hearing shall commence within thirty (30) days of the Company's receipt of the appeal to arbitration. Hearings and post-hearing activities shall be conducted in accordance with the provisions of Article G9 ("Arbitration").

- 7. The Board of Arbitration shall issue a written decision, which shall be final, within thirty (30) days after the close of hearings. The only issue which can be heard and decided by the Board of Arbitration is whether or not the Director's determination should be accepted. If the Board accepts the Director's determination, any personnel action based on the Director's determination shall be final and binding. If the Board does not accept the Director's determination, and if the employee's job status was changed based on the Director's determination, the employee shall be reinstated within seven (7) days of the decision into the job status the employee held prior to the Director's determination, and the Board may award other appropriate relief in accordance with Article G9.03(a).
- The transfer of an employee under this memorandum is not subject to any provisions throughout the Labor Agreement that relate to filling vacancies.
- Any question arising in connection with this memorandum is excluded from the arbitration provisions of the Labor Agreement, except as set forth in paragraphs 4 - 7.

FOR THE COMPANY

FOR THE UNION

Chairperson, Plant Bargaining Committee

Chairperson, Frank Regolishing Committee

Chairperson, Traffic Bargaining Committee

Chairperson, Traffic Bargaining Committee

Chairperson, Accounting Committee

Chairperson, Accounting Committee

Chairperson, Accounting Committee

Chairperson, Sales Bargaining Committee

Chairperson, Sales Bargaining Committee

Chairperson, Sales Bargaining Committee

Chairperson, Sales Bargaining Committee

Joint Commitment

Recognizing the desirability of establishing shared principles by which the parties will work, the Company and the Union agree to the following mutual objectives and values:

- · Jointly committed to the following objectives:
 - Customer satisfaction
 - Economic success of Verizon New England Inc.
 - Growth and strengthening of the Union
 - Involvement of the Union as key players in the business
 - Continuity of employment
 - Empowerment of employees
 - Resolution of conflict
 - Development of joint policy positions where possible
- · Jointly committed to the following values:
 - Core values of quality, ethics, and caring
 - Recognize that employees (members) are a valued resource
 - Respect for the Union, its independence and its value
 - Recognize rights of employees (members) to be involved indecisions that affect their jobs
 - Develop an atmosphere of trust and openness
 - Rid ourselves of arbitrary, confrontational, and authoritarian attitudes
 - Encourage individual creativity and participation
 - Encourage and provide opportunities for advancement

Nothing herein shall be deemed to amend, modify or interpret any right or obligation of the parties under this Collective Bargaining Agreement. Any question arising under this Joint Commitment is specifically excluded from the grievance and arbitration procedure of the Collective Bargaining Agreement.

A three-person committee (the "Commitment Committee") consisting of one representative from the IBEW, one from CWA and the Chairman of the General Bargaining Committee from

Verizon New England Inc., or their designees, shall be formed to determine the best means of informing all employees of these mutual objectives, principles and values and to foster development of them among the Company's employees and the Union's representatives. This Commitment Committee shall attempt to resolve any dispute arising under this Joint Commitment.

FOR THE COMPANY

FOR THE UNION

Charperson, Plant Bargaining Committee

Thairperson, Traffic Bargaining Committee

Chairpersont Accounting Bargaining Committee

Chalescreen Sales Barysining Committee

Marth. Pulla

Chairperson, Traffic Negotiating Committee

Fanda U. Harris hairperson, Accounting Negotiating

Chairperson, Sales Negotiating Committee

EXHIBIT G1 Special City Allowance

An employee whose assigned reporting location on a particular day is within the area of Boston, Massachusetts, as such area is indicated on the attached map or description, will be paid a Special City Allowance of \$3.00 for each day worked after reporting at such assigned reporting locations.

The Special City Allowance will enter into computations of overtime pay required by law but will not be part of the basic rate or basic weekly wages for any other purpose or enter into the computation of any payments under the Plan for Employee's Pensions, Disability Benefits and Death Benefits, or its applicable successor Plan, or any other fringe benefits or differentials. Effective November 1, 1991, the Company will amend the Pension Plan to provide that "Special City Allowances" are includable in the calculation of the Supplemental Monthly Pension Benefit under Section 4.2(c)(iv) of the Pension Plan.

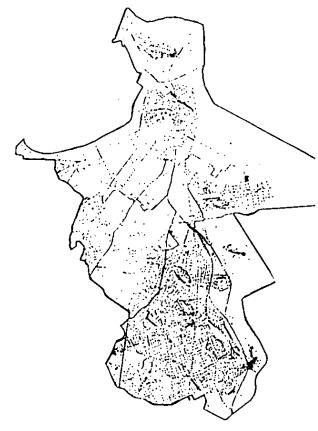
An employee must work more than 50% of a basic work day, after reporting to a qualified location, to receive a full daily allowance for that day. An employee who reports to work at a qualified location, but who works 50% or less of a basic work day, will be paid one-half of a full daily allowance.

Not more than one full daily allowance will be paid to an employee on any one day regardless of the number of times the employee reports to a qualified location during that day.

Assigned reporting locations within the following designated boundaries qualify, subject to the above provisions, for the Special City Allowance:

Brighton Exchange Central Boston Exchange Charlestown Exchange Dorchester Exchange East Boston Exchange Hyde Park Exchange Roxbury Exchange South Boston Exchange West Roxbury Exchange

SPECIAL CITY ALLOWANCE AREA



EXCHANGES

Brighton Central Boston Charlestown Dorchester East Boston Hyde Park Roxbury South Boston West Roxbury

EXHIBIT G2 Wage Zones By Locations Zone 1

Andover (effective 1/1/2001)

Arlington

Newton

Bedford Nantucket (effective 1/1/2001)
Belmont North Hatfield (effective 1/1/2001)

Boston North Reading

Braintree Norwood

Brockton Pawtucket, RI (effective 1/1/2001)
Brookline Pawtucket, RI (effective 1/1/2001)

Brookline Portland, ME (effective 1/1/2001)

Burlington Plymouth

Burlington, VT (effective 1/1/2001) Providence, RI

Cambridge Quincy
Canton Randolph
Chelsea Reading
Cohasset Revere
Danvers Rockland
Dedham

Dednam Salem
Dover Saugus
Everett Scituate
Foxboro Somerville
Framingham Southboro
Hingham Springfield

Hull Stoneham
exington Stoughton

owell (effective 1/1/2001)
Taunton (effective 1/1/2001)
Tewksbury (effective 1/1/2001)

ynn Wakefield ynnfield Waltham

Malden Wareham (effective 1/1/2001)

Manchester, NH (effective 1/1/2001) Watertown arlboro Wellerley

arlboro Wellesley
artha's Vineyard (effective 1/1/2001) Weston
edford Westwood
elrose Weymouth

ılford Winchester
ılton Winthrop
ılton, VT (effective 1/1/2001) Wobum
atick Worcester

Zone 2

All locations not covered in Zone 1.

EXHIBIT G3 Wage Tables

Contract Work Inspector, Power Follow Thru Inspector, Staff Assistant-Craft, Telecommunications Assistant, Toll Assigner

ension Band	128	127
Note 1	1,221.50	1,198.00
6 (42) 6 (48)	1,049.00	1,028.50
6 (36)	900.50	883.00
6 (30)	773.00	758.00
6 (24)	664.00	651.00
6 (18)	570.00	559.00
6 (12)	489.50	480.00
6 (6)	420.00	412.00
Start	\$361.00	\$353,50
lonths (Cum.)	1	2
Interval in	WEEKLY RATES BY ZONES	

ote 1 - Employees will receive maximum rate when designated and assigned provided mployee was receiving the rated and assigned rate on Table 2 or upon completion of the ext Step Program as provided for in Article G22A.

Wage Table 2

Central Office Technician, Equipment Installation Technician, Outside Plant Technician, Splice-Service Technician, Automotive Equipment Mechanic, Building Equipment Mechanic, Transmission Technician

Pension Band	123	122
6 (48) Notes 2, 3, 4	1,108.50	1,084.00
Pension Band	120	119
Note 1	1,032.50	1,018.00
6 (42)	<u> </u>	
6 (36)	904.00	891.50
6 (30)	790.50	780.00
6 (24)	691.50	683.00
6 (18)	605.50	597.50
6 (12)	530.00	523.00
6 (6)	463.50	457.50
Start	\$405.50	\$400.50
Months (Cum.)	1	2
Interval in	WEEKLY RAT	ES BY ZONES

Note 1 - Maximum progression rate - C.O. Technician, Equipment Installation Technician Outside Plant Technician, Splice Service Technician, and Facilities Assigners who wer assigned permanently to the Estimate Assigner job title as of August 29, 1994.

Note 2 - When rated and assigned as C.O. Technician - Switch E. I. Technician - Test. Hea Outside Plant Technician, Splice-Service Technician-Journey/Systems, Facilities Assigne who were assigned permanently to the Estimate Assigner job title as of August 29, 199 and after not less 6 months at the maximum progression rate.

Note 3 - Outside Plant Technician, when assigned as Head Outside Plant Technician will be paid the differential between the Outside Plant Technician maximum rate and the Hea Outside Plant Technician rate added to employee's current Outside Plant Technician rate

Note 4 - Transmission Technician, Building Equipment Mechanic, and Automoti Equipment Mechanic maximum rate.

Note 5 - Splice-Service Technicians who, in addition to their normal occupational duties a designated and assigned by Management for all or part of a day to distribute wo assignments and provide incidental direction to other Splice-Service Technicians, all und the direct supervision of the immediate supervisor, shall receive a differential of \$10.00 f each day assigned.

Note 6 - Employees who were at the 12 Month rate through the 60 Month rate on the Month Wage Table of the 1998 Labor Agreement are moved to the Wage Step on the n 48 Month Table which corresponds to the associated wage rate on the 60 Month Table will be 12 Months less than their Wage Step on the 60 Month Table.)

Building Specialist

Interval in	WEEKLY RAT	ES BY ZONES
Months (Cum.)	1	2
Start	\$342.00	\$341.50
6 (6)	403.00	402.50
6 (12)	475.00	473.50
6 (18)	559.50	558.00
6 (24)	659.50	657.50
6 (30)	777.00	774.50
6 (36)	915.00	912.00
Pension Band	115	115

Wage Table 5

Effective 8/6/2000

Automotive Mechanic

WEEKLY RATES BY ZONES	
1	2
\$323.00	\$323.00
377.50	377.50
441.00	441.00
515.50	515.50
602.50	602.50
704.00	704.00
823.00	823.00
111	111
	1 \$323.00 377.50 441.00 515.50 602.50 704.00 823.00

Facilities Assigner, Translations Administrator

ension Band	115	114
6 (36)	933.00	919.50
6 (30)	1	919.50
6 (24)	774.00	763.50
	656.00	648.50
6 (18)	557.00	550.50
6 (12)	472.50	468.00
6 (6)	401.00	
Start		397.50
	\$340.00	\$337.50
nths (Cum.)	1	[2
Interval in	WEEKLY RAT	<u>es by zones </u>

Wage Table 7

Effective 8/6/2000

Building Attendant, Garage Attendant, Head Building Attendant

Pension Band	110	110
Head Building Attend. Note 2	793.50	793.50
Pension Band	108	108
6 (36) Note 1	751.00	751.00
6 (30)	649.00	649.00
6 (24)	560.50	560.50
6 (18)	484.50	484.50
6 (12)	418.50	418.50
6 (6)	362.00	362.00
Start	\$312.50	\$312.50
Months (Cum.)	1	2
Interval in	WEEKLY RAT	ES BY ZONES

Note 1 - Maximum Rate - Building Attendant and Garage Attendant, Building Attend having a certificate of Competency and Second Class Fireman's License, when designa and assigned by Management.

Note 2 - When designated and assigned by Management

Customer Service Assistant

6 (36) Pension Band	889.50	876.00 113
6 (30)	758.00	747.00
6 (24)	646.00	637.50
6 (18)	550.00	544.00
6 (12)	468.50	464.00
6 (6)	399.50	395.50
Start	\$340.00	\$337.50
Months (Cum.)	1	2
Interval in	WEEKLY RATES BY ZONES	

Note - Customer Service Assistants who, in addition to their normal occupational duties, are designated and assigned by Management to assist in customer appeal matters in the Customer Service Bureau will receive a differential of \$15.00 for each day assigned.

Wage Table 9

Effective 8/6/2000

Coin Telephone Collector

Pension Band	115	114
6 (36)	892.00	888.00
6 (30)	759.00	756.50
6 (24)	646.00	644.50
6 (18)	549.50	548.50
6 (12)	468.00	467.50
6 (6)	398.50	398.50
Start	\$339.00	\$339.00
Vionths (Cum.)	1	2
'nterval inWEEKLY RATES	BY ZONES	

tte - Coin Telephone Collector designated and assigned to drive a Coin Transport Van gistered in excess of 18,000 lbs. gross weight for a week or more shall receive an ditional \$10.00 per week.

Wage Table 10

Coin Telephone Assistant

Interval in	WEEKLY RAT	ES BY ZONES
Months (Cum.)	1	2
Start	\$349.50	\$343.00
6 (6)	400.00	393.00
6 (12)	458.00	450.50
6 (18)	524.50	516.00
6 (24)	600.50	591.00
6 (30)	688.00	677.00
6 (36)	788.00	776.00
6 (42)	901.50	888.50
6 (48)	1,032.50	1,018.00
Pension Band	120	119

Wage Table 13

Effective 8/6/2000

Office Assistant

Interval in	WEEKLY RAT	ES BY ZONES
Months (Cum.)	1	2
Start	\$284.50	\$280.00
6 (6)	334.00	327.50
6 (12)	392.00	384.00
6 (18)	460.50	449.50
6 (24)	541.00	526.00
6 (30)	635.50	615.50
6 (36)	746.00	721.00
Pension Band	108	107

Administrative Assistant

Pension Band	109	109
6 (36)	785.00	769.50
6 (30)	666.00	652.50
6 (24)	565.00	553.50
6 (18)	479.50	469.00
6 (12)	406.50	398.00
6 (6)	345.50	337.50
Start	\$293.00	\$286.00
Months (Cum.)	1	2
Interval in	WEEKLY RATES BY ZONES	

Vage Table 17

Effective 8/6/2000

Special Assistant

111	
827.50	817.00
707.00	696.50
605.00	593.50
517.50	505.50
442.50	431.00
378.00	367.00
\$323.50	\$313.00
1	2
WEEKLY RAT	ES BY ZONES
	1 \$323.50 378.00 442.50 517.50 605.00 707.00

Driver B

Pension Band	114	114
6 (48)	895.50	895.50
6 (42)	801.00	801.00
6 (36)	716.00	716.00
6 (30)	640.50	640.50
6 (24)	573.00	573.00
6 (18)	512.00	512.00
6 (12)	458.00	458.00
6 (6)	410.00	410.00
Start	\$366.50	\$366.50
ionths (Cum.)	1 ·	2
Interval in	WEEKLY RATES BY ZONES	

Wage Table 19

Effective 8/6/200

Driver A

Pension Band	120	119
6 (48)	1,032.50	1,018.00
6 (42)	936.50	922.00
6 (36)	849.50	835.00
6 (30)	770.50	756.50
6 (24)	699.00	685.50
6 (18)	634.00	621.00
6 (12)	575.00	562.00
6 (6)	521.50	509.00
Start	\$473.00	\$46 <u>1.00</u>
Months (Cum.)	1	2
Interval in	WEEKLY RAT	es by Zones

Materiel Assistant Materiel Attendant Head Materiel Attendant

Interval in	WEEKLY RATES BY ZONES	
Months (Cum.)	1	2
Start	\$293,50	\$289.00
6 (6)	329.00	325.00
6 (12)	369.00	365.50
6 (18)	414.50	411.00
6 (24)	465.50	462.50
6 (30)	522.00	519.50
6 (36)	586.00	584.00
6 (42)	658.00	657.00
6 (48)		
Note 3	738.50	738.50
Pension Band	107	107
6 (54)		
Note 1	822.00	822.00
Pension Band	111	111
Head Materiel		
Attendant Note 2	888.00	888.00
Pension Band	114	114

e 1 - Maximum Rate - Materiel Attendant.

e 2 - Employee shall receive the difference between the Head Materiel Attendant imum rate and the Materiel Attendant maximum rate added to the employee's current when designated and assigned by management.

^{3 -} Maximum Rate - Materiel Assistant - Regular Full Time Materiel Assistants will be assed for voluntary transfer to fill a Materiel Attendant Vacancy at their reporting ion, prior to posting the vacancy for bid.

Wage Table 31 **

Operator, Service Assistant Aide, Service Assistant

Pension Band	109	108
Service Asst. Note 3	784.50	765.00
Pension Band	108	107
Service Asst. Aide Note 2	752.50	734.00
Pension Band	108	107
6 (36) Note 1	746.00	721.00
6 (30)	635.50	615.50
6 (24)	541.00	526.00
6 (18)	460.50	449.50
6 (12)	392.00	384.00
6 (6)	334.00	327.50
Start	\$284.50	\$280.00
Months (Cum.)	1	2
Interval in	WEEKLY RATES BY ZONES	

Note 1 - Maximum Operator Rate

Note 2 & 3 - When designated by Management, employee shall receive the difference between Note 1 maximum rate and the Notes 2 and 3 ra as appropriate added to the employee's current rate.

^{* *} This wage table is applicable to employees hired or rehired before August 9, 1998.

Operator, Service Assistant Aide, Service Assistant

Interval in	WEEKLY RATES BY ZONES	
Months (Cum.)	T T	2
Start	\$284.50	\$280.00
6 (6)	313.00	307.50
6 (12)	345.00	338.00
6 (18)	380.00	372.00
6 (24)	418.50	408.50
6 (30)	460.50	449.50
6 (36)	507.50	494.00
6 (42)	558.50	543.00
6 (48)	615.00	597.00
6 (54)	677.50	656.00
6 (60)	[
Note 1	746.00	721.00
Pension Band	108	107
Service Asst. Aide		
Note 2	752.50	734.00
Pension Band	108	107
Service Asst.		
Note 3	784.50	765.00
Pension Band	109	108

ote 1 - Maximum Operator Rate

te 2 & 3 - When designated by Management, employee shall receive the difference tween Note 1 maximum rate and the Notes 2 and 3 rate as appropriate added to the noloyee's current rate.

This wage table is applicable to employees hired or rehired after August 9, 1998 and for to September 10, 2000.

Operator, Service Assistant Aide, Service Assistant

PENSION BAND	101
6 (60)	\$11.70
6 (54)	\$11.18
6 (48)	\$10.92
6 (42)	\$10.40
6 (36)	\$9.88
6 (30)	\$9.36
6 (24)	\$8.84
6 (18)	\$8.32
6 (12)	\$7.80
6 (6)	\$7.28
Start.	\$6.76
Interval in Months (Cum.)	HOURLY RATES ALL ZONES

Note 1 - The all night employee in charge will receive an additional payment of \$5 per to Employees who work a tour ending at 1 AM through 7 AM will receive an addition payment of \$.85 per hour. Employees who work a tour ending at 8 PM through 1 AM w receive an additional payment of \$.50 per hour.

Note 2 — When designated by the Company to perform the duties of a Service Assista Aide, employees will receive an additional payment of \$.40 per hour. When promoted the title of Service Assistant, employees will receive an additional payment of \$.80 per howhether they work as a SA or as an operator.

^{**} This wage table is applicable to employees hired or retrired on or after September 1 2000.

Service Representative

Interval in	WEEKLY RATES BY ZONES	
Months (Cum.)	1	2
Start	\$334.00	\$324.50
6 (6)	395.00	384.00
6 (12)	468.50	455.00
6 (18)	555.50	538.50
6 (24)	658.00	637.50
6 (30)	779.50	754.50
6 (36)	923.50	893.50
Pension Band	115	113

e 1 · Service Representatives who, in addition to their normal duties, are designated by agement to perform nonincidental assigned administrative functions will receive a daily rential of \$15.00 for each day assigned.

EXHIBIT G3 Wage Tables Effective 12/2000

Public Communications Sales Specialist Representative

Interval in Months (Cum.)	WEEKLY RATES BY ZONES 1	
Start	\$343.00	_
6 (6)	\$411.00	_
6 (12)	\$493.00	_
6 (18)	\$591.00	_
6 (24)	\$708.50	┪
6 (30)	\$849.50	╛
6 (36)	\$1,018.50	ᅦ
PENSION BAND	118	7

age Table 6

Effective 12/31/2000

Facilities Assigner, Translation Administrator

PENSION BAND	115	114
6 (36)	958.00	944.50
	806.00	795.50
6 (30)	678.50	670.00
6 (24)		
6 (18)	570.50	564.50
6 (12)	480.00	475.50
6 (6)	404.00	400.50
Start	\$340.00	\$337.50
Months (Cum.)	Zone 1	Zone 2
Interval in	WEEKLY RATES BY ZONES	

EXHIBIT G3 Wage Tables Effective 8/5/2001

Contract Work Inspector, Power Follow Thru Inspector, Staff Assistant-Craft, Telecommunications Assistant, Toll Assigner

ension Band	128	127
Note 1	1,258.00	1,234.00
6 (48)		1,000.00
6 (42)	1,080.50	1,059,50
6 (36)	927.50	909.50
6 (30)	796.00	780.50
6 (24)	684.00	670.50
6 (18)	587.00	576.00
6 (12)	504,00	494.50
6 (6)	432.50	424.50
Start	\$372.00	\$364.00
Months (Cum.)	1	2
Interval in	WEEKLY RATES BY ZONES	

te 1 - Employees will receive maximum rate when designated and assigned provided poloyee was receiving the rated and assigned rate on Table 2 or upon completion of the xt Step Program as provided for in Article G22A.

oes not include cost of living allowance provisions of Exhibit G4.

Central Office Technician, Equipment Installation Technician, Outside Plant Technician, Splice-Service Technician, Automotive Equipment Mechanic, Building Equipment Mechanic, Transmission Technician

Interval in	WEEKLY RATI	ES BY ZONES
Months (Cum.)	1	2
Start	\$417.50	\$412.50
6 (6)	477.50	471.00
6 (12)	546.00	538.50
6 (18)	623.50	615.50
6 (24)	712.00	703.50
6 (30)	814.00	803.50
6 (36)	931.00	918.00
6 (42) Note 1	1,063.50	1,048.50
Pension Band	120	119
6 (48)		1
Notes 2, 3, 4	1,142.00	1,116.50
Pension Band	123	122

Note 1 - Maximum progression rate - C.O. Technician, Equipment Installation Technician, Outsi Plant Technician, Splice Service Technician, and Facilities Assigners who were assign permanently to the Estimate Assigner job title as of August 29, 1994.

Note 2 - When rated and assigned as C.O. Technician - Switch E. I. Technician - Test. Head Outs

Note 2 - When rated and assigned as C.O. Technician - Switch E. I. Technician - Test. Head Outs Plant Technician, Splice-Service Technician-Journey/Systems, Facilities Assigner, who assigned permanently to the Estimate Assigner job title as of August 29, 1994, and after not les months at the maximum progression rate.

Note 3 - Outside Plant Technician, when assigned as Head Outside Plant Technician will be paid differential between the Outside Plant Technician maximum rate and the Head Outside Plant Technician rate added to employee's current Outside Plant Technician rate.

Note 4 - Transmission Technician, Building Equipment Mechanic, and Automotive Equipm Mechanic maximum rate.

Note 5 - Splice-Service Technicians who, in addition to their normal occupational duties designated and assigned by Management for all or part of a day to distribute work assignments provide incidental direction to other Splice-Service Technicians, all under the direct supervisio the immediate supervisor, shall receive a differential of \$10.00 for each day assigned.

Note 6 - Employees who were at the 12 Month rate through the 60 Month rate on the 60 Mo Wage Table of the 1998 Labor Agreement are moved to the Wage Step on the new 48 Month T which corresponds to the associated wage rate on the 60 Month Table. (It will be 12 Months I than their Wage Step on the 60 Month Table.)

^{*}Does not include cost of living allowance provisions of Exhibit G4.

Building Specialist

Interval in	WEEKLY RATES BY ZONES	
Months (Cum.)	1	2
Start	\$352.50	\$351.50
6 (6)	415.00	414.50
6 (12)	489.50	487.50
6 (18)	576.50	574.50
6 (24)	679.50	677.00
6 (30)	800.50	797.50
6 (36)	942.50	939.50
Pension Band	115	115

Does not include cost of living allowance provisions of Exhibit G4.

lage Table 5

Effective 8/5/2001*

Automotive Mechanic

Interval in	WEEKLY RAT	WEEKLY RATES BY ZONES	
Months (Cum.)	1	2	
Start	\$332.50	\$332.50	
6 (6)	389.00	389.00	
6 (12)	454.00	454.00	
6 (18)	531.00	531.00	
6 (24)	620.50	620.50	
6 (30)	725.00	725.00	
6 (36)	847.50	847.50	
Pension Band	111	111	

bes not include cost of living allowance provisions of Exhibit G4.

Facilities Assigner, Translations Administrator

6 (36)	986.50	370.00
6 (30)		973.00
	830.00	819.50
6 (24)	699.00	690.00
6 (18)	587.50	581.50
6 (12)	494.50	
6 (6)		490.00
	416.00	412.50
Start	\$350.00	\$347.50
hs (Cum.)	1	L2_
erval in	WEEKLY RATES BY ZONES	
erval in	WEEKLY RATES BY ZONES	

^{*}Does not include cost of living allowance provisions of Exhibit G4.

Wage Table 7

Effective 8/5/2001

Building Attendant, Garage Attendant, Head Building Attendant

WEEKLY RATES BY ZONES	
1	2
\$322.00	\$322.00
373.00	373.00
431.00	431.00
499.00	499.00
577.50	577.50
668.50	668.50
773.50	773.50
108	108
817.50	817.50
110	110
	1 \$322.00 373.00 431.00 499.00 577.50 668.50 773.50 108 817.50

Note 1 - Maximum Rate - Building Attendant and Garage Attendant, Building Attend having a certificate of Competency and Second Class Fireman's License, when design and assigned by Management.

Note 2 - When designated and assigned by Management

^{*}Does not include cost of living allowance provisions of Exhibit G4.

Wage Table 8

Effective 8/5/2001*

Customer Service Assistant

Pension Band	114	113
6 (36)	916.00	902.50
6 (30)	780.50	769.50
6 (24)	665.50	656.50
6 (18)	566.50	560.50
6 (12)	482.50	478.00
6 (6)	411.50	407.50
Start	\$350.00	\$347.50
Months (Cum.)	1	2
Interval in	WEEKLY RATES BY ZONES	

ote - Customer Service Assistants who, in addition to their normal occupational duties, re designated and assigned by Management to assist in customer appeal matters in the ustomer Service Bureau will receive a differential of \$15.00 for each day assigned.

Does not include cost of living allowance provisions of Exhibit G4.

age Table 9

Effective 8/5/2001*

Coin Telephone Collector

Pension Band	115	114
6 (36)	919.00	914.50
6 (30)	782.00	779.00
6 (24)	665.50	664.00
6 (18)	566.00	565.00
6 (12)	482.00	481.50
6 (6)	410.50	410.50
Start	\$349.00	\$349.00
Months (Cum.)	1	2
Interval in	WEEKLY RATES BY ZONES	

e - Coin Telephone Collector designated and assigned to drive a Coin Transport Van istered in excess of 18,000 lbs. gross weight for a week or more shall receive an itional \$10.00 per week.

es not include cost of living allowance provisions of Exhibit G4.

Coin Telephone Assistant

Pension Band	120	119
6 (48)	1,063.50	1,048.50
6 (42)	928.50	915.00
6 (36)	811.50	799.50
6 (30)	708.50	697.50
6 (24)	618.50	608.50
6 (18)	540.00	531.50
6 (12)	471.50	464.00
6 (6)	412.00	405.00
Start	\$360.00	\$353.50
Months (Cum.)	1	2
Interval in	WEEKLY RATE	S BY ZONES

^{*}Does not include cost of living allowance provisions of Exhibit G4.

Wage Table 13

Effective 8/5/2001

Office Assistant

Pension Band	108	107
6 (36)	768.50	742.50
6 (30)	654.50	634.00
6 (24)	557.00	542.00
6 (18)	474.50	463.00
6 (12)	404.00	395.50
6 (6)	344.00	337.50
Start	\$293.00	\$288.50
Months (Cum.)	1	2
Interval in	WEEKLY RATES BY ZONES	

^{*}Does not include cost of living allowance provisions of Exhibit G4.

Administrative Assistant

Interval in	WEEKLY RATES BY ZONES	
Months (Cum.)	1	2
Start	\$302.00	\$294.50
6 (6)	356.00	347.50
6 (12)	418.50	410.00
6 (18)	494,00	483.00
6 (24)	582.00	570.00
6 (30)	686.00	672.00
6 (36)	808.50	792.50
Pension Band	109	109

^{*}Does not include cost of living allowance provisions of Exhibit G4.

Wage Table 17

Effective 8/5/2001*

Special Assistant

Interval in	WEEKLY RATES BY ZONES	
Months (Cum.)	1	2
Start	\$333,00	\$322.50
6 (6)	389.50	378.00
6 (12)	456.00	444.00
6 (18)	533.00	520.50
6 (24)	623.00	611.50
6 (30)	728.00	717.50
6 (36)	852.50	841.50
Pension Band	111	111

loes not include cost of living allowance provisions of Exhibit G4.

Driver B

Interval in	WEEKLY RATES BY ZONES	
Months (Cum.)	1	2
Start	\$377.50	\$377.50
6 (6)	422.50	422.50
6 (12)	471.50	471.50
6 (18)	527.50	527.50
6 (24)	590.00	590.00
6 (30)	659.50	659.50
6 (36)	737.50	737.50
6 (42)	825.00	825.00
6 (48)	922.50	922.50
Pension Band	114	114

^{*}Does not include cost of living allowance provisions of Exhibit G4.

Effective 8/5/2001*

Driver A

Interval in	WEEKLY RATES BY ZONES	
Months (Cum.)	1	2
Start	\$487.00	\$475.00
6 (6)	537.00	524.50
6 (12)	592.50	579.00
6 (18)	653.00	639.50
6 (24)	720.00	706.00
6 (30)	793.50	779.00
6 (36)	875.00	860.00
6 (42)	964.50	949.50
6 (48)	1063.50	1048.50
Pension Band	120	119

^{*}Does not include cost of living allowance provisions of Exhibit G4.

Materiel Assistant Materiel Attendant Head Materiel Attendant

Interval in	WEEKLY RATES BY ZONES	
Months (Cum.)	1	2
Start	\$302,50	\$297.50
6 (6)	339.00	335.00
6 (12)	380.00	376.50
6 (18)	427.00	423.50
6 (24)	479.50	476.50
6 (30)	537.50	535.00
6 (36)	603.50	601.50
6 (42)	677.50	676.50
6 (48)		
Note 3	760.50	760.50
Pension Band	107	107
6 (54)		
Note 1	846.50	846.50
Pension Band	111	111
Head Materiel		
Attendant Note 2	914.50	914.50
Pension Band	114	114

Jote 1 - Maximum Rate - Materiel Attendant.

lote 2 - Employee shall receive the difference between the Head Materiel Attendant naximum rate and the Materiel Attendant maximum rate added to the employee's current it when designated and assigned by management.

ote 3 - Maximum Rate - Materiel Assistant - Regular Full Time Materiel Assistants will be invassed for voluntary transfer to fill a Materiel Attendant Vacancy at their reporting cation, prior to posting the vacancy for bid.

Does not include cost of fiving allowance provisions of Exhibit G4.

Operator, Service Assistant Aide, Service Assistant

Interval in	WEEKLY RATES BY ZONES	
Months (Cum.)	1	2
Start	\$293.00	\$288.50
6 (6)	344.00	337.50
6 (12)	404.00	395.50
6 (18)	474.50	463.00
6 (24)	557.00	542.00
6 (30)	654.50	634.00
6 (36) Note 1	768.50	742.50
Pension Band	108	107
Service Asst. Aide Note 2	775.00	756.00
Pension Band	108	107
Service Asst. Note 3	808.00	788.00
Pension Band	109	108

Note 1 - Maximum Operator Rate

Note 2 & 3 - When designated by Management, employee shall receive the difference between Note 1 maximum rate and the Notes 2 and 3 rate as appropriate added to the employee's current rate.

^{* *} This wage table is applicable to employees hired or rehired before August 9, 1998.

^{*}Does not include cost of living allowance provisions of Exhibit G4.

Operator, Service Assistant Aide, Service Assistant

Pension Band	109	108
Note 3	808.00	788.00
Service Asst.	108	107
Pension Band	100	
Service Asst. Aide Note 2	775.00	756.00
Pension Band	108	107
Note 1	768.50	742.50
6 (60)	698.00	675.50
6 (54)	633.50	615.00
6 (42)	575.50	559.50
6 (36)	522.50	509.00
6 (30)	474.50	463.00
6 (24)	431.00	421.00
6 (18)	391.50	383.00
6 (12)	355.50	348.00
6 (6)	322.50	316.50
Start	\$293.00	\$288.50
Months (Cum.)	1	2
Interval in	WEEKLY RATES BY ZONES	

Note 1 - Maximum Operator Rate

Note 2 & 3 - When designated by Management, employee shall receive the difference between Note 1 maximum rate and the Notes 2 and 3 rate as appropriate added to the employee's current rate.

Does not include cost of living allowance provisions of Exhibit G4.

This wage table is applicable to employees hired or rehired after August 9, 1998 and prior to September 10, 2000.

Wage Table 51**

Operator, Service Assistant Aide, Service Assistant

Interval in Months (Cum.)	HOURLY RATES ALL ZONES	
Start	\$6.96	
6 (6)	\$7.50	
6 (12)	\$8.03	
6 (18)	\$8.57	
6 (24)	\$9.11	
6 (30)	\$9.64	
6 (36)	\$10.18	
6 (42)	\$10.71	
· · · · · · · · · · · · · · · · · · ·	\$11.25	
	\$11.52	
6 (54)	\$12.05	
6 (60)		
PENSION BAND	101	

Note 1 - The all night employee in charge will receive an additional payment of \$5 per tour. Employees who work a tour ending at 1 AM through 7 AM will receive an additional payment of \$.85 per hour. Employees who work a tour ending at 8 PM through 1 AM will receive an additional payment of \$.50 per hour.

Note 2 — When designated by the Company to perform the duties of a Service Assistant Aide, employees will receive an additional payment of \$.40 per hour. When promoted to the title of Service Assistant, employees will receive an additional payment of \$.80 per hour whether they work as a SA or as an operator.

- ** This wage table is applicable to employees hired or rehired on or after September 10 2000.
- *Does not include cost of living allowance provisions of Exhibit G4.

Service Representative

ension Band	115	113
===+	951.00	920.50
6 (36)	803.00	777.00
6 (30)		656.50
6 (24)	677.50	
6 (18)	572.00	554.50
6 (12)	482.50	468.50
6 (6)	407.00	395.50
	\$344.00	\$334.00
Start		2
Interval in Months (Cum.)	WEEKLY RATES BY ZONES	

Note 1 - Service Representatives who, in addition to their normal duties, are designated by management to perform nonincidental assigned administrative functions will receive a daily differential of \$15.00 for each day assigned.

Wage Table 94

Effective 8/5/2001

Public Communications Sales Specialist Representative

WEEKLY RATES BY ZONES	
1	
\$353.50	
\$423.50	
\$508.00	
\$608.50	
\$730.00	
\$875.00	
\$1,049.00	
118	

^{*}Does not include cost of living allowance provisions of Exhibit G4.

EXHIBIT G3 Wage Tables Effective 8/4/2002

Effective 8/4/2002*

Contract Work Inspector, Power Follow Thru Inspector, Staff Assistant-Craft, Telecommunications Assistant, Toli Assigner

ension Band	128	127
6 (48) Note 1	1,321.00	1,295.50
6 (42)	1,134.50	1,112.50
6 (36)	974.00	955.00
6 (30)	836.00	819.50
6 (24)	718.00	704.00
6 (18)	616.50	605.00
6 (12)	529.00	519.00
6 (6)	454.00	445.50
Start	\$390.50	\$382.00
Months (Cum.)	1	2
Interval in	WEEKLY RATES BY ZONES	

Note 1 - Employees will receive maximum rate when designated and assigned provided employee was receiving the rated and assigned rate on Table 2 or upon completion of the Next Step Program as provided for in Article G22A.

Does not include cost of living allowance provisions of Exhibit G4.

Central Office Technician, Equipment Installation Technician, Outside Plant Technician, Splice-Service Technician, Automotive Equipment Mechanic, Building Equipment Mechanic, Transmission Technician

Pension Band	123	122
6 (48) Notes 2, 3, 4	1,199.00	1,172.50
Pension Band	120	119
6 (42) Note 1	1,116.50	1,101.00
6 (36)	977.50	964.00
6 (30)	854.50	843.50
6 (24)	747.50	738.50
6 (18)	654.50	646.50
6 (12)	573.50	565.50
6 (6)	501.50	494.50
Start	\$438.50	\$433.00
Months (Cum.)	1	2
Interval in	WEEKLY RAT	es by zones

Note 1 - Maximum progression rate - C.O. Technician, Equipment Installation Technician, Outsid Plant Technician, Splice Service Technician, and Facilities Assigners who were assigne permanently to the Estimate Assigner job title as of August 29, 1994.

Note 2 - When rated and assigned as C.O. Technician - Switch E. I. Technician - Test. Head Outsid Plant Technician, Splice-Service Technician-Journey/Systems, Facilities Assigner, who wer assigned permanently to the Estimate Assigner job title as of August 29, 1994, and after not less months at the maximum progression rate.

Note 3 - Outside Plant Technician, when assigned as Head Outside Plant Technician will be paid th differential between the Outside Plant Technician maximum rate and the Head Outside Pla Technician rate added to employee's current Outside Plant Technician rate.

Note 4 - Transmission Technician, Building Equipment Mechanic, and Automotive Equipme Mechanic maximum rate.

Note 5 - Splice-Service Technicians who, in addition to their normal occupational duties a designated and assigned by Management for all or part of a day to distribute work assignments a provide incidental direction to other Splice-Service Technicians, all under the direct supervision the immediate supervisor, shall receive a differential of \$10.00 for each day assigned.

Note 6 - Employees who were at the 12 Month rate through the 60 Month rate on the 60 Mon Wage Table of the 1998 Labor Agreement are moved to the Wage Step on the new 48 Month Tab which corresponds to the associated wage rate on the 60 Month Table. (It will be 12 Months le than their Wage Step on the 60 Month Table.)

^{*}Does not include cost of living allowance provisions of Exhibit G4.

Building Specialist

Interval in	WEEKLY RATES BY ZONES	
Months (Cum.)	1	2
Start	\$370.00	\$369.00
6 (6)	436.00	435.00
6 (12)	514.00	512.00
6 (18)	605.50	603.00
6 (24)	713.50	711.00
6 (30)	840.50	837.50
6 (36)	989.50	986.50
Pension Band	115	115

Does not include cost of living allowance provisions of Exhibit G4

Wage Table 5

Effective 8/4/2002*

Automotive Mechanic

Pension Band	111	111
6 (36)	890.00	890.00
6 (30)	761.50	761.50
6 (24)	651.50	651.50
6 (18)	557.50	557.50
6 (12)	476.50	476.50
6 (6)	408.50	408.50
Start	\$349.00	\$349.00
Months (Cum.)	1	2
Interval in	WEEKLY RATES BY ZONES	

Does not include cost of living allowance provisions of Exhibit G4.

Facilities Assigner, Translations Administrator

Pension Band	115	114
6 (36)	1036.00	1021.50
6 (30)	871.50	860.50
6 (24)	734.00	724.50
6 (18)	617.00	610.50
6 (12)	519.00	514.50
6 (6)	437.00	433.00
Start	\$367.50	\$365.00
Months (Cum.)	1	2
Interval in	WEEKLY RATES BY ZONES	

^{*}Does not include cost of living allowance provisions of Exhibit G4.

Wage Table 7

Effective 8/4/2002*

Building Attendant, Garage Attendant, Head Building Attendant

Pension Band	110	110	
Head Building Attend. Note 2	858.50	858.50	
Pension Band	108	108	
6 (36) Note 1	812.00	812.00	
6 (30)	702.00	702.00	
6 (24)	606.50	606.50	
6 (18)	524.00	524.00	
6 (12)	452.50	452.50	
6 (6)	391.50	391.50	
Start	\$338.00	\$338.00	
Months (Cum.)	1	2	
Interval in	WEEKLY RATES BY ZONES		

Note 1 - Maximum Rate - Building Attendant and Garage Attendant, Building Attenda having a certificate of Competency and Second Class Fireman's License, when designat and assigned by Management.

Note 2 - When designated and assigned by Management

^{*}Does not include cost of living allowance provisions of Exhibit G4.

Customer Service Assistant

Pension Band	114	113
6 (36)	962.00	947.50
6 (30)	819.50	808.00
6 (24)	699.00	689.50
6 (18)	595.00	588.50
6 (12)	506.50	502.00
6 (6)	432.00	428.00
Start	\$367.50	\$365.00
Months (Cum.)	1	2
Interval in	WEEKLY RATES BY ZONES	

Note - Customer Service Assistants who, in addition to their normal occupational duties, re designated and assigned by Management to assist in customer appeal matters in the ustomer Service Bureau will receive a differential of \$15.00 for each day assigned.

Does not include cost of living allowance provisions of Exhibit G4.

Vage Table 9

Effective 8/4/2002*

Coin Telephone Collector

Pension Band	115	114
6 (36)	965.00	960.00
6 (30)	821.00	818.00
6 (24)	699.00	697.00
6 (18)	594.50	593.50
6 (12)	506.00	505.50
6 (6)	431.00	431.00
Start	\$366.50	\$366.50
Months (Cum.)	1	2
Interval in	WEEKLY RATES BY ZONES	

te - Coin Telephone Collector designated and assigned to drive a Coin Transport Van istered in excess of 18,000 lbs. gross weight for a week or more shall receive an ditional \$10.00 per week.

oes not include cost of living allowance provisions of Exhibit G4.

Coin Telephone Assistant

Pension Band	120	119
6 (48)	1,116.50	1,101.00
6 (42)	975.00	961.00
6 (36)	852.00	839.50
6 (30)	744.00	732.50
6 (24)	649.50	639.00
6 (18)	567.00	558.00
6 (12)	495.00	487.00
6 (6)	432.50	425.50
Start	\$378.00	\$371.00
Months (Cum.)	1	22
Interval in	WEEKLY RATES BY ZONES	

^{*}Does not include cost of living allowance provisions of Exhibit G4.

Wage Table 13

Effective 8/4/2002

Office Assistant

Interval in	WEEKLY RATES BY ZONES	
Months (Cum.)	1	2
Start	\$307.50	\$303.00
6 (6)	361.00	354.50
6 (12)	424.00	415.50
6 (18)	498.00	486.00
6 (24)	585.00	569.00
6 (30)	687.00	665.50
6 (36)	807.00	779.50
Pension Band	108	107

^{*}Does not include cost of living allowance provisions of Exhibit G4.

Effective 8/4/2002*

Administrative Assistant

Interval in	WEEKLY RATES BY ZONES	
Months (Cum.)	1	2
Start	\$317.00	\$309.00
6 (6)	374.00	365.00
6 (12)	439.50	430.50
6 (18)	518.50	507.00
6 (24)	611.00	598.50
6 (30)	720.50	705.50
6 (36)	849.00	832.00
Pension Band	109	109

^{*}Does not include cost of living allowance provisions of Exhibit G4.

Wage Table 17

Effective 8/4/2002*

Special Assistant

Pension Band	111	111
6 (36)	895.00	883.50
6 (30)	764.50	753.50
6 (24)	654.00	642.00
6 (18)	559.50	546.50
6 (12)	479.00	466.00
6 (6)	409.00	397.00
Start	\$349.50	\$338.50
Months (Cum.)	1	2
Interval in	WEEKLY RATES BY ZONES	

oes not include cost of living allowance provisions of Exhibit G4.

Driver B

Pension Band	114	114
6 (48)	968.50	968.50
6 (42)	866.50	866.50
6 (36)	774.50	774.50
6 (30)	692.50	692.50
6 (24)	619.50	619.50
6 (18)	554.00	554.00
6 (12)	495.00	495.00
6 (6)	443.50	443.50
Start	\$396.50	\$396.50
Months (Cum.)	1	. 2
Interval in	WEEKLY RATES BY ZONES	

^{*}Does not include cost of living allowance provisions of Exhibit G4.

Effective 8/4/2002

Driver A

Pension Band	120	119
6 (48)	1116.50	1101.00
6 (42)	1012.50	997.00
6 (36)	919.00	903.00
6 (30)	833.00	818.00
6 (24)	756.00	741.50
6 (18)	685.50	671.50
6 (12)	622.00	608.00
6 (6)	564.00	550.50
Start	\$511.50	\$499.00
Months (Cum.)	1	2
Interval in	WEEKLY RATE	S BY ZONES

^{*}Does not include cost of living allowance provisions of Exhibit G4.

Materiel Assistant Materiel Attendant Head Materiel Attendant

Interval in	WEEKLY RATES BY ZONES		
Months (Cum.)	1	2	
Start	\$317.50	\$312.50	
6 (6)	356.00	352.00	
6 (12)	399.00	395.50	
6 (18)	448.50	444.50	
6 (24)	503.50	500.50	
6 (30)	564.50	562.00	
6 (36)	633.50	631.50	
6 (42)	711.50	710.50	
6 (48)		[
Note 3	798.50	798.50	
Pension Band	107	107	
6 (54)			
Note 1	822.00	822.00	
Pension Band	111	111	
Head Materiel			
Attendant Note 2	960.00	960.00	
Pension Band	114	114	

lote 1 - Maximum Rate - Materiel Attendant.

ote 2 - Employee shall receive the difference between the Head Materiel Attendant naximum rate and the Materiel Attendant maximum rate added to the employee's current ite when designated and assigned by management.

ote 3 - Maximum Rate - Materiel Assistant - Regular Fuli Time Materiel Assistants will be invassed for voluntary transfer to fill a Materiel Attendant Vacancy at their reporting cation, prior to posting the vacancy for bid.

loes not include cost of living allowance provisions of Exhibit G4.

Operator, Service Assistant Aide, Service Assistant

Interval in	WEEKLY RATES BY ZONES		
Months (Cum.)	1	2	
Start	\$307.50	\$303.00	
6 (6)	361.00	354.50	
6 (12)	424.00	415.50	
6 (18)	498.00	486.00	
6 (24)	585.00	569.00	
6 (30)	687.00	665.50	
6 (36) Note 1	807.00	779.50	
Pension Band	168	107	
Service Asst. Aide Note 2	814.00	794.00	
Pension Band	108	107	
Service Asst. Note 3	848.00	827.50	
Pension Band	109	108	

Note 1 - Maximum Operator Rate

Note 2 & 3 - When designated by Management, employee shall receive the difference between Note 1 maximum rate and the Notes 2 and 3 rate as appropriate added to the employee's current rate.

^{* *} This wage table is applicable to employees hired or rehired before August 9, 1998.

^{*}Does not include cost of living allowance provisions of Exhibit 64.

Operator, Service Assistant Aide, Service Assistant

Interval in	WEEKLY RATES BY ZONES		
Months (Cum.)	1	2	
Start	\$307.50	\$303.00	
6 (6)	338.50	332.50	
6 (12)	373.50	365.50	
6 (18)	411.00	402.00	
6 (24)	452.50	442.00	
6 (30)	498.00	486.00	
6 (36)	548.50	534.50	
6 (42)	604.50	587.50	
6 (48)	665.00	646.00	
6 (54)	733.00	709.50	
6 (60)			
Note 1	807.00	779.50	
Pension Band	108	107	
Service Asst. Aide			
Note 2	814.00	794.00	
Pension Band	108	107	
Service Asst.			
Note 3	848.00	827.50	
Pension Band	109	108	

Note 1 - Maximum Operator Rate

Note 2 & 3 - When designated by Management, employee shaft receive the difference between Note 1 maximum rate and the Notes 2 and 3 rate as appropriate added to the employee's current rate.

^{* *} This wage table is applicable to employees hired or rehired after August 9, 1998 and prior to September 10, 2000.

^{*}Does not include cost of living allowance provisions of Exhibit G4.

Effective Date 8/4/2002*

Operator, Service Assistant Aide, Service Assistant

Interval in Months (Cum.)	WEEKLY RATES BY ZONES
Start	\$7.31
6 (6)	\$7.88
6 (12)	\$8.43
6 (18)	\$9.00_
6 (24)	\$9.57
6 (30)	\$10.13
6 (36)	\$10.69
6 (42)	\$11.25
6 (48)	\$11.81
6 (54)	\$12.09
6 (60)	\$12.65
PENSION BAND	101

Note 1 - The all night employee in charge will receive an additional payment of \$5 per tour. Employees who work a tour ending at 1 AM through 7 AM will receive an additional payment of \$.85 per.hour. Employees who work a tour ending at 8 PM through 1 AM will receive an additional payment of \$.50 per hour.

Note 2 – When designated by the Company to perform the duties of a Service Assistant Aide, employees will receive an additional payment of \$.40 per hour. When promoted to the title of Service Assistant, employees will receive an additional payment of \$.80 per hour whether they work as a SA or as an operator.

This wage table is applicable to employees hired or rehired on or after September 10, 2000.

^{*}Does not include cost of fiving allowance provisions of Exhibit G4.

Service Representative

Interval in	WEEKLY RATES BY ZONES	
Months (Cum.)	1	2
Start	\$361.00	\$350.50
6 (6)	427.50	415.50
6 (12)	506.50	492.00
6 (18)	600.50	582.50
6 (24)	711.50	689.50
6 (30)	843.00	816.00
6 (36)	998.50	966.50
Pension Band	115	113

te 1 - Service Representatives who, in addition to their normal duties, are designated by nagement to perform nonincidental assigned administrative functions will receive a daily erential of \$15.00 for each day assigned.

oes not include cost of living allowance provisions of Exhibit G4.

age Table 94

Effective 8/4/2002

Public Communications Sales Specialist Representative

Interval in	WEEKLY RATES BY ZONES
Months (Cum.)	1
Start	\$371.00
6 (6)	\$444.50
6 (12)	\$533.50
6 (18)	\$639.00
6 (24)	\$766.50
6 (30)	\$919.00
6 (36)	\$1,101.50
PENSION BAND	118

EXHIBIT G4 Cost-of-Living Allowance

- Effective August 5, 2001, August 4, 2002, August 3, 2003 and August 7, 200 cost of living adjustments ("COLAs") may be made in basic weekly rates each wage schedule. In accordance with the following provisions, the adjustments will be computed utilizing the percent increase in the U Bureau of Labor Statistics National Consumer Price Index for Urban Wa Earners and Clerical Workers, hereafter called "CPI-W" (1982 84 = 10 for May of the years 2001 through 2004, in each case over the index for M of the immediately prior year.
- The amount of the adjustment shall be 0.75% of the scheduled rates in eff on August 4, 2001, August 3, 2002, August 2, 2003 and August 6, 200 rounded to the nearest 50 cents, for each full or partial percent incre above 15.0% in the "CPI-W" (1982 – 84 = 100) for May of the adjustme year over the prior May.
- In no event shall a decrease in the CPI-W result in a reduction of any baweekly wage rate.
- 4. In the event the Bureau of Labor Statistics does not issue the appropria Consumer Price Indexes on or before the applicable date in August of the adjustment year, cost of living adjustments shall be effective one were following receipt of the indexes, but actual wage adjustments (and true-uif applicable) shall be implemented as soon as administratively practic after receipt of the indexes. No adjustment, retroactive or otherwise, shall made as the result of any revision which may later be published by the Bureau of Labor Statistics subsequent to the first published CPI-W figures for May of the applicable year.
- 5. The cost-of-living adjustments are dependent upon the availability of the CPI-W in its present form and calculated on the same basis as the CPI-W f May 2000. In the event the Bureau of Labor Statistics changes the form basis of calculating the CPI-W, the Company and the Union agree to reque the Bureau to make available, for the life of this agreement, a CPI-W in present form and calculate it on the same basis as the CPI-W for May 2000 which was 168.0 (1982-84=100).

EXHIBIT G5 Ionus for Meeting Service and Other Standards

Employees will receive in March 2001 a cash bonus (not a stock bonus) of \$700, in accordance with the provision set forth below, if they were on the payroll on December 31, 2000 and if the "Bargaining Unit Identified Standard" for 2000 is met.

- The "Bargaining Unit Identified Standard" for 2000 shall be the same as the respective standards established for calendar year 1999 for Plant, Traffic, Accounting and Sales bargaining units.
- . The following provisions are applicable to all bonuses:
 - (a) Bonus payment amounts shall be subject to federal, state and local tax and FICA withholding.
 - Bonus payments will enter into computation of overtime worked.

Sonus payments shall not be used in the calculation of any benefit payments, company contributions or allotments pursuant to any Company savings or benefit plans or programs.

August 6, 2000

Mr. Myles J. Calvey Chairman, System Council T-6 International Brotherhood of Electrical Workers 122 Quincy Shore Drive North Quincy, MA 02171

Dear Mr. Calvey:

This will confirm our agreement of August 6, 2000, regarding the NEXT STEP Program, that the following administrative guidelines will replace our letter of agreement dated November 19, 1996:

- 1. Employees will be selected for attending the Program by rating seniority by Union Local.
- 2. Each Union Local will have at least one NEXT STEP college reserved for the exclusive attendance of its members, except that when a minimum class size of fifteen (15) students cannot be obtained in a given Union Local, members of that local may attend a college assigned to another local, if seats are available. Attendance at a college assigned to another union Local will be based on rating seniority within the employee's own Union Local.

Colleges will be assigned to Union Locals as follows:

Local 2222	Massasoit Community College North Shore Community College	Canton, MA Lynn, MA
Local 2320	New Hampshire Technical College	Concord, NH Nashua, NH
Local 2321	Middlesex Community College	Lowell, MA
Local 2322	Massasoit Community College	Brockton, MA
Local 2323	Community College of Rhode Island	Warwick, RI
Local 2324	Springfield Technical Community College	Springfield, MA
Local 2325	Quinsigamond Community College	Worcester, MA
Local 2326	Vermont Technical College	Randolph Ctr., VT
Local 2327	Central Maine Technical College Eastern Maine Technical College	Auburn, ME Bangor, ME

G130

New classes will commence every other September beginning in the year 2000, in each Union Local where a minimum class size of fifteen (15) students can be obtained. Students from other Union Locals may be accepted to fill the number of seats to satisfy the minimum requirement.

The Chairperson, General Bargaining Committee and the Local Union Business Manager will determine any local arrangements necessary to accommodate attendance at NEXT STEP. In the event they reach an impasse, the Vice-President Labor Relations or a designee and the Chairman, System Council T-6 or a designee will jointly mediate the impasse.

The rate of pay of employees who are enrolled in the Program as of August 5, 2000 will be determined in accordance with Article G22A.03 of the 1998 Labor Agreement until they graduate from the Program or leave it. If they leave the Program, they no longer will be entitled to any increase received pursuant to Article G22A.03. If they graduate, their new rate of pay will be reduced to the maximum progression rate or the maximum rated pay, depending on whether they are unrated or rated, in accordance with the provisions of Article G21—Reassignment Pay Protection Plan.

Chairperson, General Bargaining Committee

GREED:

NTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

ivles I. Calvey

hairman, System Council T-6

August 6, 2000

Mr. Myles J. Calvey Chairman, System Council T-6 International Brotherhood of Electrical Workers 122 Quincy Shore Drive North Quincy, MA 02171

Dear Mr. Calvey:

3.

This will confirm the following Agreement between the Company and the Union for the ye 2001 in regard to a trial of rehiring certain retired employees:

- This Agreement creates a new supplemental employee classification known
 "Temporary Employee Working Retiree" ("Working Retiree") under the provisions
 our Labor Agreement and it identifies the employee benefits and conditions
 employment which will apply to Working Retirees reemployed to perform bargainin
 unit work. Wage rates and wage progress after reemployment will be established accordance with the provisions of Article G29.
- A Working Retiree shall be a former non-management employee who retired from on
 of the bargaining units in the Company represented by the IBEW, without a promise
 reemployment, on a service pension at least ninety (90) calendar days prior
 reemployment under this Agreement.

The Company may employ a Working Retiree for a maximum of 120 work days in

- calendar year to meet service needs related to anticipated retirements or for othe purposes as mutually agreed to by the Company and the local Union Business Manage involved. It is not the Company's intention to replace temporary employees with Working Retirees. Working Retirees will not be employed in the job titles designated 1 Note 1 of Article G31.01. If the Company employs a Working Retiree, it will advertise notice of vacancy for the same job, under Article G30, no later than the last day of the Working Retiree's employment. Such vacancies shall not be cancelled by the Company
- 4. Union security clauses (Articles G4 and G5), including provisions for payment of Unior dues through payroll deductions, shall apply to Working Retirees as set forth in the Labo Agreement. Upon reemployment working retirees must sign an authorization form fo such payroll deductions.
- During such periods of reemployment, Working Retirees will be considered probationary

employees who shall accrue no service credit, seniority, nor any additional benefits under any active employee benefit plan. Previous net credited service shall not be recognized or bridged during such reemployment. Employment is terminable at the choice of the Working Retiree or the Company with or without cause, but with notice, if appropriate.

Working Retirees shall continue to receive their pension and all other retiree benefits (medical, dental, group life insurance and concession telephone service) based upon their eligibility prior to such reemployment subject to plan amendment or termination by the Company in accordance with plan provisions and applicable law. They are ineligible to participate in, accrue service credit or additional benefits or receive any benefits as may currently be provided to active employees under Company plans for medical, dental, vision, group life insurance, concession telephone service, savings, pensions including death benefits, sickness and accident disability, long term disability, anticipated disability, flexible spending accounts, tuition aid or any other such benefits.

The Company will amend the applicable Pension Plan, Savings and Security Plan (Non-Salaried Employees) and all other Company-sponsored employee benefit plans to exclude Working Retirees from plan participation, service and benefit accruals and benefit entitlements as active employees for the period of their active reemployment, and in the case of the Pension Plan to eliminate the suspension provisions.

The Company shall determine available job opportunities and shall apply for Working Retirees the same qualifications as required under Article G30. In making such qualification determinations, the Company shall consider the position the Working Retiree previously held. Pole Climbing refresher training shall be required for Working Retirees who have been retired for more than one year, if they are applying for reemployment to Outside Plant Technician or Splice-Service Technician jobs.

When retirees are reemployed they will be placed on a work schedule and tour provided for in the Labor Agreement; no period of reemployment is guaranteed. Regardless of the number of hours worked in a day, each day that any time is worked under the program counts as one (1) day toward the 120 day limit.

Working Retiress will be offered scheduled overtime work only after the Company has attempted to give such work opportunities to all regular and temporary employees in the job title and work group.

In work groups which have a day unassigned (DU) schedule, regular or temporary full time employees will be offered the opportunity to work their day unassigned during the period of time a working retiree is assigned to the work group.

Working Retirees are ineligible for vacation, paid personal or excused work days, sickness

or accident absence pay. Working Retirees are also ineligible for excused absence p tuition reimbursement, leaves of absence, or any other such active employee benefits, any other Company bonus payments as provided for under the Labor Agreement. Unle provided otherwise herein, working retirees will be treated like temporary employees ar will be subject to all the provisions of the Labor Agreement applicable to the type of wo and work group to which assigned.

- Contractual provisions requiring certain repayment of Income Protection Plan benefi are not applicable to individuals reemployed under this Agreement.
- 14. All safety related contractual provisions and practices are applicable for Working Retiree Any Working Retiree injured in the course of employment may be eligible to recei Workers' Compensation in accordance with applicable state law.
- 15. Contractual grievance procedures shall apply to Working Retirees. However, mediatio and arbitration procedures shall not apply to Working Retirees, notwithstanding th Union's right to arbitrate the interpretation and application of this Agreement.
- 16. Retirees accepted for reemployment under this Agreement must sign an appropria reemployment agreement acknowledging the continuation of their retiree pension an other benefits and the waiving of any eligibility for additional active employee servic credit and benefits during any such period of reemployment. Retirees who are intereste in reemployment under the provisions of this letter should file an application with th Company indicating their period of availability and their desired work location(s) o area(s). First consideration for jobs shall be given to applicants who retired from the jot title and union local involved, on the basis of the senior applicant in the employmen pool, then on the basis of seniority to other applicants who retired from the job titl involved. The Business Manager in whose area the job is located will be notified when working retiree is reemployed.

This trial of rehiring retired employees may continue beyond the year 2001, with o
without modifications, by mutual agreement of the Company and the Union.

Chaimerson, General Bargaining Committee

AGREED:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Myles J. Calvey

Chairman, System Council T-6

WORKING RETIREE AGREEMENT

l understand that I am being hired as a Working Retiree by the Company and I affirm that:

I was not promised reemployment by the Company before I retired.

I understand the following and knowingly waive any rights that I may have:

- I will pay Union dues pursuant to the existing Labor Agreement between the IBEW
 ("the Union") and the Company. However, I will be covered by only those provisions
 of the Labor Agreement, which are referenced in the letter of Agreement attached
 hereto.
- I will be considered a Working Retiree with no accrued service credit, seniority or benefits under any active employee Company benefit plan. However, I will retain all rights, if any, as a retiree under the terms of the Company benefit plans.

My employment as a Working Retiree may be terminated at any time, without notice by me or by the Company.

I waive any eligibility that I may have to participate in or accrue service credit or additional benefits under any Company benefit plans.

I may be employed up to 120 work days in a calendar year. If I work any part of the day, it will be counted as a whole day in calculating the 120 day limit.

The Company may assign and/or change at any time, the hours, job assignment or work location not to exceed 35 miles, given to me. If my job assignment requires overnight lodging away from home or worksite relocation during a workday, related contractual provisions concerning time and expense reimbursement will be applicable.

Overtime will be given to other qualified regular and temporary employees in the job title first. Overtime balancing requirements followed by the Company do not apply to me.

I am not eligible for vacation, paid holidays, paid personal or excused work days, sickness or accidental pay, any Managed Care Network Enrollment Bonus or Bonus for Meeting Service Standards or any other Company bonus payment, premium pay treatment other than overtime and Sunday or holiday premiums. Working Retirees are also ineligible for excused absence pay, educational reimbursement, leaves of absence, or any other active employee benefits, or any other Company bonus payment as currently provided under the Labor Agreement.

- All safety related contractual provisions apply to me.
- 1 understand that I may participate in the grievance procedure, however, such grievances are excluded from mediation and arbitration.

Working Retiree Date

ugust 6, 2000

r. Myles J. Calvey hairman, System Council T-6 nternational Brotherhood of Electrical Workers 22 Quincy Shore Drive uincy, Massachusetts 02171

ear Mr. Calvey:

his will confirm our understanding of August 6, 2000 that the following uidelines will apply with respect to the application of the provisions of Article 30 of our Labor Agreement:

The expense and travel time treatment provisions of Article P15 of the Labor Agreement will be applied to employees who are transferred to the Splice-Service Technician or Outside Plant Technician job title to attend pole climbing training in order to qualify to fill vacancies in these job titles.

The expense and travel time treatment provisions of the appropriate Article P15, P16, T12, A10, or S10 of the Labor Agreement will be applied to employees transferred or assigned by management to take a qualification test required for selection to fill an existing or future Article G30 vacancy.

At a reporting location with two or more separately administered work groups within the same job title, the Company will canvass the regular employees in those groups for voluntary assignment to jobs held by temporary employees in those groups, prior to reclassifying the temporary employees to regular full time pursuant to the agreement of the parties, outside of the provisions of Article G30.09.

- Employees on acting management assignments, temporarily outside of the bargaining unit, will not be eligible to apply for transfer to fill vacance under the provisions of Article G30, while they are on such actuassignments.
- 5. The calculation under the formula set forth in Article G30, paragraph G30 will restart as of the effective date of the 2000 Labor Agreement.

Chairperson, General Bargaining Committee

AGREED:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Chairman, System Council T-6

NOTES '

NOTES

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ARTICLE P1 Work Schedules and Tours

TOURS

- P1.01 Group I employees Eight hours work shall constitute a norm tour. In special cases in the "Buildings" job titles part time hou may be assigned.
- **P1.02** Group II employees Seven and one-half hours work shal constitute a normal tour. Employees may be engaged to work par time hours. In special cases part time hours may be assigned.
- P1.03 The hours constituting a day tour shall be assigned between 7:0 A.M. and 6:00 P.M.
- P1.04 Subject to the requirements of the service, seniority of rating, o seniority of service where ratings are not involved, shall govern th assignment of day or night tours and/or hours assigned within those tours, in the work group involved. If employees performing the same work are assigned to day and night tours in separate work groups, the Company, prior to declaring a vacancy in a tour, will conduct one canvass of the employees in the separately administered work group for a change of tour to fill the vacancy. Thereafter, if a vacancy still exists, the Company will post it for bid in accordance with the provisions of Article G30.

SCHEDULES

- P1.05 Group I employees Five days of eight hours each or five nights of eight hours each shall constitute a normal work week. However, all time worked on Sunday will be excluded from the normal work week Employees who are required to work on Sunday will be scheduled to work five additional days at straight time.
- P1.06 Group II employees Five days of seven and one-half hours each or five nights of seven and one-half hours each shall constitute a normal work week.
- P1.07 The forces assigned to night tours and the forces scheduled to work on Saturdays, Sundays, and Holidays shall be the minimum consistent with the requirements of the service. This paragraph is not applicable to Floating Holidays.

- P1.08 No employee entitled to receive compensation for hours worked on Sundays or Holidays shall be required to work less than four hours on Sundays or Holidays except as outlined in Article P4 (Call Outs).
- P1.09 When an employee is given advance notice to work hours outside of and not continuous with the employee's normal scheduled tour, the employee shall receive a minimum of six (6) hours' pay at the regular straight time hourly rate for such work, if notice is given during the employee's normal scheduled tour.

When the assigned hours are to be on the next day in a work group where there is an unassigned day, the employee(s) unassigned shall first be canvassed for the assignment.

P1.10 When an employee is given advance notice to work on a day outside of the employee's scheduled work week and cancellation of this notice is not subsequently given within the hours of the employee's normal schedule, the employee shall receive two (2) hours pay at the regular straight time hourly rate if later notified not to report for work. If the employee does not receive such notice of cancellation and reports for work, a minimum of four (4) hours work will be provided. Such cancellation must be given on or before the prior Wednesday if the advance notice to work was for Sunday.

CHANGES IN SCHEDULES

P1.11 Employees shall be advised by at least the Wednesday in advance of the work week in which a change is made in the employee's normal schedule and if not so advised treatment shall be as follows:

The employee shall work the normal scheduled tour without change and all hours worked outside the normal schedule shall be treated as hours worked in excess of the normal scheduled tour.

Exception: The above provisions do not apply to changes from day to night tour or night to day tour. However, when practicable employees shall be advised by at least the Wednesday in advance of the work week in which such a change is made.

TRAINING DIFFERENTIAL

P1.12 (a) Employees, other than employees assigned as Staff Assistant-

Craft and Telecommunications Assistant, who, in addition to their normal job duties are designated and assigned by management for all or part of a day to train and instruct other employees, will receive a daily differential payment of ten (10) percent of the daily basic wage rate for each day assigned. Management will select the senior employee, provided the qualifications of the individuals considered are judged by management to be reasonably equal.

(b) Providing on-the-job assistance on a one-on-one basis or working with an employee assigned as an assistant, while continuing to perform the normal work assignment, is not considered as training and instructing under paragraph (a) above, and will continue to be part of an employee's normal job duties.

ARTICLE P2 Night Work

NIGHT TOUR DIFFERENTIAL

- P2.01 Employees assigned to night tours shall receive a daily differential payment of ten percent of the daily basic wage rate for each day paid.
- P2.02 If an employee is to be paid for absence, daily differential payment at the rate that would have been paid on the first day of absence had the employee worked shall be included in the computation of such absence pay.

TRANSFERS

- P2.03 Employees transferred permanently from day tour to night tour will work the regular night tour of duty and will be paid time and one-half the regular straight time hourly rate for the first ten (10) normal scheduled tours. At the expiration of the first ten (10) normal scheduled tours on the night assignment, the employee will work the regular night tour and will be paid for the hours worked at the regular straight time hourly rate.
- P2.04 Employees transferred temporarily from day tour to night tour will work the regular night tour and will be paid time and one-half the regular straight time hourly rate for the first five (5) normal scheduled tours. At the expiration of the first five (5) normal scheduled tours on the night assignment, the employee will work the regular night tour and will be paid for the hours worked at the regular straight time hourly rate.

- P2.05 Extra compensation will not apply to transfers made for the convenience of employees, wherein it is agreed to waive the provisions of this Article, as in the case of swaps.
- P2.06 Employees regularly assigned to night tours who are transferred permanently to day tours will receive no extra compensation on account of the transfer to day tours. Such employees if transferred to day tours for periods of less than one week, however, will be paid at the rate of time and one-half the straight time hourly rate for each hour so worked.
- P2.07 An employee regularly assigned to a night tour, if transferred at the request of management temporarily to a day tour for a period of one week or more will work the regular day tour of duty at the straight time hourly rate and will, when transferred back to his or her regular night assignment, be paid at the rate of time and one-half the straight time hourly rate for a number of scheduled nights equal to the number of days worked on the temporary day assignment not to exceed five (5) normal scheduled tours. The provision does not apply in any case where the employee requests such temporary day assignment.
- P2.08 When an employee is transferred from a day tour to a night tour to work in tunnels where restrictions preclude working a full tour, a minimum of a full tour of work will be provided.

EXTRA PAYMENT

- P2.09 An employee whose assigned reporting location is within the area of Boston, Massachusetts, as such area is indicated on the map shown in Exhibit G1, will be paid an extra payment of \$1.00 for each night tour worked after reporting at such assigned reporting location.
- P2.10 The extra payment will enter into computations of overtime pay required by law but will not be part of the basic rate of basic weekly wages for any other purpose nor enter into the computation of any payments under the Pension Plan applicable to employees covered by this Agreement or any other benefits or differentials.
- P2.11 Not more than one extra payment will be paid to an employee on any one day regardless of the number of times the employee reports to a qualified location during that day.

ARTICLE P3 Overtime

OVERTIME PAYMENTS

GROUP I EMPLOYEES

P3.01 Except as otherwise provided in Articles P1, P4 and P11 of the Agreement, time worked outside of the normal scheduled tours shall be compensated at the rate of time and one-half the regular straight time hourly rate. To the extent that such overtime hours actually worked in a week and paid at time and one-half the straight time hourly rate (including those hours actually worked in a week under the provisions of Articles P1, P4 and P11 which are paid at time and one-half the straight time hourly rate) exceed twelve (12) overtime hours, such excess hours will be paid at two times the straight time rate. Night tour differentials shall be included in overtime computation for employees assigned to night tours. Night tour differentials shall not be included in overtime computation for day tour employees assigned to work at night on an overtime basis.

GROUP II EMPLOYEES

P3.02 Except as otherwise provided in Articles P1, P4 and P11 of the Agreement, time worked in excess of the normal work week, as computed in paragraph P3.03 below, or time worked in excess of the normal tour shall be compensated at the rate of time and one-half the regular straight time hourly rate. To the extent that such overtime hours actually worked in a week and paid at time and one-half the straight time hourly rate (including those hours actually worked in a week under the provisions of Articles P1, P4 and P11 which are paid at time and one-half the straight time hourly rate) exceed twelve (12) overtime hours, such excess hours will be paid at two times the straight time rate. Night tour differentials shall be included in overtime computation for employees assigned to night tours. Night tour differentials shall not be included in overtime computation for day tour employees assigned to work at night on an overtime basis.

P3.03

All absence, both paid and not paid, all hours payable as overtime on a daily basis and all hours worked on Sunday shall not be considered as time worked for the purpose of computing weekly overtime payments.

Note:

When computing weekly overtime for employees in job titles included in Exhibit G3, Wage Tables 13, 15, and 17, hours worked on Sunday and/or a holiday that fall within the hours of the employee's normal tour will be credited; also, a holiday unassigned, day-at-a-time vacation day and paid Excused Work Day, will be considered as time worked.

OVERTIME DISTRIBUTION

P3.04 The Company will distribute overtime in as fair and equitable a manner as circumstances and the job requirements will permit. Records of overtime distribution will be maintained locally. Overtime distribution procedures cannot be designed to encourage or foster payment of overtime at two times the straight time rate.

OVERTIME LIMITATIONS

P3.05 An employee will be required to work no more than a total of 12 hours overtime in any payroll week during June, July, August, September and October, and no more than a total of 10 hours overtime in any payroll week during the remaining seven calendar months except in case of emergency, long term service difficulties or if the employee consents to such overtime.

P3.06 In Plant, an "emergency" is an event of national importance, fire, explosion, or other catastrophe, severe weather conditions, major cable and equipment failures, or an act of God. When an emergency related to severe weather conditions occurs, the Director involved shall discuss it with the Local Union's Business Manager and the Director — Labor Relations or his representative prior to suspending overtime limitations. The Union's views on how to best deal with the situation should be solicited and considered. When an emergency related to any other event occurs, the Director involved shall notify the Local Union's Business Manager and the Director — Labor Relations or his representative as soon as possible after the event.

P3.07 The parties recognize that service difficulties for an extended period (projected to last at least one week) may develop from time to time during which suspension of the above overtime limitations would be appropriate. In the event such service difficulties develop, the Company and the Union will meet to discuss the problem and determine how to best deal with the situation.

ARTICLE P4 Call Outs

CALLED OUT AFTER A DAY TOUR OF DUTY

P4.01 An employee called back to work before 10:00 P.M. at any time afte a normal tour shall be paid a minimum of four (4) hours pay a the regular straight time hourly rate.

CALLED OUT ON UNASSIGNED DAY

P4.02 An employee called out to report to work on an unassigned day between the hours of 5:30 A.M. and 10:00 P.M. shall receive a minimum of seven (7) hours pay at the regular straight time hourly rate.

CALLED OUT BETWEEN 10:00 P.M. and 5:30 A.M.

P4.03 An employee assigned to a day tour called out to report to work between 10:00 P.M. and 5:30 A.M. shall be paid a minimum of a full tour at the regular straight time hourly rate for hours worked outside the normal tour.

Note:

When called out to report to work after 5:30 A.M., on an assigned day, the employee shall be provided continuous work to the normal start time.

P4.04 An employee assigned to a night tour called out to report to work after working such night tour, but before 5:30 A.M. or an employee regularly assigned to a night tour called out to report to work between 10:00 P.M. and 5:30 A.M. on an unassigned day, shall be paid a minimum of a full tour at the regular straight time hourly rate.

Note:

When called in for continuous duty before the normal reporting time for the assigned night tour, or held after the hours of the assigned night tour, pay treatment shall be as outlined in Article P3 ("Overtime").

CALL OUT ALLOWANCE

P4.05 For purposes of this Article a call out to a reporting headquarters other than the employee's normal reporting headquarters shall be considered a change of reporting headquarters. In addition to the applicable call

out pay provisions of this Article, the employee will receive a call out allowance in accordance with the following schedule:

Distance from normal reporting headquarters to new reporting headquarters.	Allowance Per Call <u>Out</u>	Per Call Out Effective December 29, 2002	
5 but less than 15 miles	\$17.50	\$19.50	
15 but less than 25 miles	25.00	27.50	
25 but less than 35 miles	32.00	35.50	
35 but less than 50 miles	45.00	49.50	

Note:

The provisions of this paragraph P4.05 do not apply to employees participating in the Motor Vehicle Usage Program as outlined in Article P17

ARTICLE P5 Working 15 Hours or More Within a 24-Hour Period

P5.01 When an employee is required to actually work fifteen (15) or more hours in a twenty-four (24) hour period following his or her normal starting time, the employee will be excused with pay at the straight time hourly rate during the employee's assigned hours, if any, beginning at the expiration of this twenty-four hour period. Such excused time with pay shall not exceed eight (8) hours.

Note:

When hours worked are continuous to the normal start time, the twenty-four (24) hour period shall begin at the start of such hours.

ARTICLE P6 Work Limitations - Supervisors

P6.01 Supervisors will perform supervisory duties, administrative duties and incidental functions not intended to encroach on bargaining unit work except in case of emergency, serious interruption to service or for training purposes.

ARTICLE P7 Work Assignment Limitations

OUTSIDE PLANT WORK

P7.01 Plastic Insulated Conductor (P.I.C.) Cable

- Outside Plant Technicians will not splice paper or pulp insulated or lead sheathed cable. Outside Plant Technicians will not splice and/or terminate over 200 pair size P.I.C. cable, or join over 900 pair size connectorized cable. They may do straight or branch splicing and may tap into any size P.I.C. cable. Outside Plant Technicians will not be assigned work orders which involve only splicing or joining operations.
- Splice-Service Technicians or Outside Plant Technicians will place and/or perform work operations on ready access terminals and access points.
- Removal of cable and associated hardware will continue to be done as at present.

DROP WIRE, STATION AND RECONCENTRATION WORK

P7.02 Drop wire and reconcentration work will be done by Outside Plant Technicians or Splice-Service Technicians including all drop wire and station protector work and protector grounding.

CROSS CONNECTING TERMINAL WORK

P7.03 Wiring in cross-connecting terminals will be done by Outside Plant Technicians or Splice-Service Technicians.

ONE-PERSON SPLICING

P7.04 In all cases one-person splicing work operations that can be performed safely will be limited to work on aerial cable, buried cable, house and building cables, cables in cable vaults and pits or on main frames, and work in controlled environmental vaults.

If any of the following conditions exist, work will not be assigned to one-person operations:

- Splicing work operations in outside cable after dark, including cable repair work operations in aerial cable, unless provided with an aerial lift vehicle, and the work location is known.
- 2. Using hot paraffin or hot pot of wiping solder.
- Working in locations or on highways considered by supervisor to be hazardous, due to heavy vehicle traffic, heavy pedestrian traffic, ice or snow conditions, narrow roadway or high speed traffic.
- 4. Raising large splicer's platform.
- Working in a Controlled Environmental Vault (CEV) after dark.

TWO-PERSON CONSTRUCTION ASSIGNMENTS

P7.05 Two-person construction crews will be limited to construction work which they can perform safely and within the limitations of the equipment. All construction jobs are required to be surveyed by management for safety before being assigned and workers should refer any hazardous conditions encountered back to management for correction or for extra crews where circumstances require it.

CENTRAL OFFICE WORK

Distributing Frames

P7.06 Splice-Service Technicians as well as Central Office Technicians may connect automatic cable pair identification test equipment and perform all vertical main distributing frame work operations. However, vertical and/or horizontal main distributing frame cross wiring work operations that can be performed by Splice-Service Technicians will be limited to cross-wiring in connection with cable transfer work, incidental service order activity or incidental defective pair changes if a Central Office Technician is not at that location at that time.

Subscriber Loop Carriers

P7.07 Splice-Service Technicians, Central Office Technicians and Equipment Installation Technicians may perform all work operations associated with subscriber loop carrier systems.

Other

P7.08 Splice-Service Technicians, Central Office Technicians and Equipment Installation Technicians may perform any work operations on network termination equipment or equipment associated with remote switching modules.

ARTICLE P8 Inclement Weather

P8.01 The Company recognizes that the nature of the work and the health and safety of employees are important factors when assigning work during inclement weather. Continuous exposure to the elements in severe weather will not be required except to maintain service and/or to protect life or property. The Company will furnish protective equipment, such as tent heaters, heating equipment or heated motor vehicles so that employees can get out of the weather for periods necessary to avoid continuous exposure. When scheduled work is suspended, other suitable work (within the job title, except in emergency) will be assigned. Employees must report. Employees will be paid for a full day's tour.

ARTICLE P9 Contract Work

- P9.01 The Company will maintain its established policies as to assignment of work in connection with the installation and maintenance of communications facilities, owned, maintained and operated by the Company. Accordingly, it will not contract out work, other than that which has been customarily contracted out, if such contracting out will cause, currently and directly, layoffs or demotions of present employees.
- P9.02 The Company will not contract out any installing of wholly-owned Company equipment customarily performed by the Equipment Installation Department.
- P9.03 Joint-use arrangements, including percentage allotment of poles and the rearrangement of pole custody areas, entered into by the Company with other pole-using parties, are recognized as being outside the scope of this Agreement. The Union may grieve and arbitrate a decision by the Company to award pole replacement work in the Company's pole custody area to the other using party if such decision was made arbitrarily or in bad faith.

P9.04 When the Company finds it necessary to lay off employees, contract work will be reviewed by the Company with the Union. Contract work which the Company is equipped to perform and also which employees are able and trained to perform will be assigned to bargaining unit employees.

ARTICLE P10 Absence From Duty

PERSONAL ILLNESS

P10.01 Payment for days scheduled but not worked during the first seven (7) calendar days of absence due to illness or off-duty accident shall be made as follows to employees:

Employees with Net Credited Service of

Payment Shall Begin

Group I Employees

Five years or more

First full day of absence from

Assigned duty

More than two years but less than five years

Third consecutive day of Absence from assigned duty

Group II Employees

Six months or more

First full day of absence from

Assigned duty

For just cause, such payments to the individual may be suspended r discontinued.

XCUSED TO VISIT MEDICAL DEPARTMENT OR LOCAL CONSULTANT

10.02 Time spent by employees in visiting the Company's Medical Department or the Company's local medical consultant shall be nsidered as time worked when the visit is authorized by management.

DEATH IN FAMILY

P10.03 An employee may be granted time off with pay, for excused absence because of death in the immediate family, normally not to exceed three working days. The Company's decision in each case must be based upon circumstances in such case.

The "immediate" family shall be considered to mean husband, wife, domestic partner, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandparent and grandchild; also, any other relative living in the employee's household.

COURT SERVICE

P10.04 During absence for jury duty or witness service, regular pay will continue. No pay will be allowed when the employee is a party to the case.

QUARANTINE

P10.05 When quarantine of an employee is determined to be necessary by the Company's medical Department, pay treatment shall be that to which the employee would be entitled if the absence were due to the employee's own illness.

FLEXIBLE EXCUSED WORK TIME

P10.06 Flexible excused work time provisions, designed to accommodate personal, immediate need requests for time off are provided for it Article G15, ("Excused Work Days").

ARTICLE P11 Holidays

11.01 On the following holidays all employees working in the States of Maine, Massachusetts, New Hampshire, Rhode Island and Vermont hall receive a holiday allowance of one day's pay at the straight time rate subject to the exceptions in the following paragraphs:

HOLIDAYS		
New Year's Day	JANUARY 1	
Martin Luther King Day	THIRD MONDAY IN JANUATY	
Washington's Birthday	THIRD MONDAY IN FEBRUARY	
Memorial Day	LAST MONDAY IN MAY	
Independence Day	JULY 4	
Labor Day	FIRST MONDAY IN SEPTEMBER	
Veteran's Day	NOVEMBER 11	
Thanksgiving Day	FOURTH THURSDAY IN NOVEMBER	
Christmas Day	DECEMBER 25	
Floating Holidays	NOTE A	

OTE A - Employees will be eligible for one (1) Floating Holiday, except that for apployees permanently assigned in the State of Vermont the number of Floating olidays shall be two (2); and for employees permanently assigned in the State of ew Hampshire the number of Floating Holidays shall be two (2) in evenumbered years only. However, an employee hired on or after May 1 and prior to olumbus Day will be eligible for one (1) Floating Holiday for the calendar year which hired. Employees hired on or after Columbus Day are not eligible for and may not select a Floating Holiday for the calendar year in which hired. Ingible employees permanently assigned in the states indicated shall select a oating Holiday from the following chart, concurrent with the scheduling of cations. Once selected, a Floating Holiday will be treated as a fixed Holiday and Il not be available for rescheduling.

	MAINE	MASS.	N.H.	R.I.	VT.
Lincoln's Birthday					Feb. 12
Fast Day			4th M Apr.		
Patriot's Day	3rd M Apr.	3rd M Apr.			
Victory Day				2nd M Aug.	
Bennington Battle Day					Aug 16
Columbus Day	SECOND MONDAY IN OCTOBER				
General Election Day			BIENNIALLY		
Day After Thanksgiving	FOURTH FRIDAY IN NOVEMBER				
Employee's Birthday					
Religious Holiday					

- P11.02 When any of these holidays fall on Sunday, the following Monda shall be observed instead.
- P11.03 When any of these holidays fall on Saturday, schedules which d not include Saturday will be rescheduled for that week to include the Saturday holiday as one of the five (5) days of the normal work week. Frida will be designated as the unassigned day for all employees eligible for the holida
- P11.04 In addition to the provisions of paragraph P11.01, employees whare required to work on a holiday, or to attend a training session a training center location outside of the Company area on a holiday, shall receive pay at one and one-half times the straight time rate for any hours worked on the holiday within the normal work period. Payment for time worked on a holiday outside the normal work period will be at the rate of two and one-half times the straight time rate.
- P11.05 A holiday allowance may be denied to any employee scheduled called out for work on a holiday who does not report for work th day unless excused. Absence from work for just cause on the working day befo and/or the working day after a holiday may be permitted without loss of holida pay.
- P11.06 When a holiday occurs during the vacation, the employee shall be granted a day off with pay. Such day off shall be the last workin day prior to the vacation, the first working day following the vacation, a mutual agreed upon day to be taken within thirty (30) calendar days subsequent to the vacation week in which the holiday falls, or a day scheduled in accordance with the Excused Work Day provisions of Article G15.

ARTICLE P12 Vacations

REGULAR EMPLOYEES

Eligibility

12.01

The eligibility of regular employees to receive a vacation with pay ithin the current year shall be determined in accordance with the ollowing schedule:

Net credited service attained luring calendar year

Vacation

More than six months but less than ten months - employees ngaged on or after March 1.

One Week

More than six months but less than seven years - employees ngaged before March 1, and employees engaged on or after March 1 who have more than six months and worked as a emporary employee during January or February in

Two Weeks

Seven years or more but less than fifteen years

Three Weeks

Fifteen years or more but less than twenty-five years.

Four Weeks

Iwenty-five years (at least one such week must be taken during the months of January, February, March, April,

Five Weeks

November or December).

Rate of Pay

he current year.

P12.02 A regular full time employee shall be paid at the basic rate for the time constituting a normal work week except that employees temporarily on a higher assignment shall receive the higher rate if the employee s to return to the higher assignment.

Scheduling

- P12.03 Vacations may be scheduled at any time during the year accordance with the requirements of the service; however, durin the summer period, the Company will specify the number of employees who may select a vacation for each week during this period so that each regular employ can choose a minimum of two (2) vacation weeks from the number of wee made available. The Company will insure that as equal a number of vacation weeks as possible will be made available in each week of the summer period. The summer period starts with the second payroll week beginning in June and end after the first payroll week beginning in September. The Company may increase the vacation allotment during such period in accordance with the requirement of the service. Third and fourth week vacations may be selected during the summer period from vacation weeks remaining, if any, following selection of the two week vacation period.
- P12.04 Vacations shall not start on days other than Sunday except a provided for in paragraph P12.14.
- P12.05 The last weekly vacation period of any year shall be the last payro week beginning in that year. Sunday is the first day of the payroll week
- P12.06 The regular vacation to which an employee is entitled shall not b affected by active military training or emergency duty as outlined in the Military Service Article.
- P12.07 (a) When an employee's absence due to sickness or accident disability begins prior to the employee's scheduled vacation and the employee does not return before December 31, the remaining vacation will be deferred until termination of such absence. If the employee returns prior to December 31 and 1 unable to complete the vacation in the current vacation year the remaining vacation will be deferred. Any deferred vacation should be selected by the employee within one week after the return to work, and will be scheduled at any time during the year in accordance with the requirements of the service.
 - (b) When an employee's absence for any reason other than sickness or accident disability begins prior to the employee's scheduled vacation, the employee must return to work by December 31 of the calendar year in which the vacation is scheduled in order to be allowed the vacation. If the employee

is unable to complete the vacation in the current vacation year, the remaining vacation will be deferred. Any such deferred vacation should be selected by the employee within one week after return to work, and will be scheduled in accordance with the requirements of the service.

election

- >12.08 Seniority for the purpose of vacation selection shall be net credited service.
- Vacations shall be selected and approved well in advance of the vacation period so that the employee may have ample notice of the acation.
- P12.10 Employees may split the two-week vacation period but shall not be required to do so.
- P12.11 Third-week vacation selection shall not affect the more desirable two-week vacation period of another employee. Fourth-week vacation selection shall not affect the more desirable two-week vacation period or the third-week vacation period of another employee. Fifth-week vacation election shall not affect the more desirable two-week vacation period, third-week vacation period, or fourth-week vacation period of another employee. Three, four, or five consecutive weeks' vacation may be granted.

Carry-Over

- P12.12 At the option of the employee, a part of the vacation may be carried over from one vacation year to the next vacation year, provided that:
 - (a) One week of the current year's vacation must be taken within the current vacation year. The remaining week(s) of vacation for the current year may be carried over and must be taken in the subsequent vacation year during the period commencing with the first full weekly payroll period in January and ending with the last weekly payroll period beginning in May.
 - (b) Each week thus carried over from the current vacation year must be matched by a week of vacation applicable to the subsequent vacation year and the matching weeks must be taken during the period described in (a) above. The weeks carried over and the matching weeks may be taken separately or consecutively.

Any week of the subsequent year's vacation which is used match a week carried over satisfies the requirement that o week of the current year's vacation must be taken with the current calendar year.

The employee's option to carry over part of the vacation mube exercised on or before May 31 of the current vacation year

P12.13 If an employee becomes eligible for a one-week vacation on or after December 1, such vacation week may be taken in the next calenda year, provided it is completed prior to April 1 and prior to taking the current year vacation.

Day-At-A-Time Vacation

- P12.14 Employees who are eligible for two weeks of vacation may use on of these vacation weeks to be taken on a day-at -a-time basis Employees who are eligible for more than two weeks vacation may select two o these vacation weeks to be taken on a day-at-a-time basis. Selection procedures are as follows:
 - (a) One or two full weeks will be selected and reserved from those vacation weeks remaining after all regular and carry-ove weeks have been selected, according to the provisions o Articles P12.08-P12.11 of this Article. Reserve week vacation selection shall not affect the more desirable two-week vacation period, third-week vacation period, fourth-week vacation period, or fifth-week vacation period of another employee.
 - (b) The period during which the reserved week(s) may be scheduled shall extend through the last weekly payroll period beginning in May of the following calendar year. Vacations so scheduled shall not be subject to the provisions of Article P12.12 of this Agreement.
 - (c) In lieu of the reserve week(s), single vacation days may then be granted to employees on the basis of the earliest request in accordance with the requirements of the service. The full week or portions of the reserve week that have not been used on a day-at-a-time basis by the time that the reserve week occurs must be taken during the reserved week as scheduled.

TEMPORARY EMPLOYEES

Eligibility

- P12.15 A temporary employee who has accumulated 130 days of work (including days of paid absence) during the current vacation year, including work at some time during either January or February shall be eligible for a vacation of two weeks with pay.
- P12.16 An employee who has accumulated 130 days of work (including days of paid absence) during the current vacation year, but not including work during either January or February shall be given a vacation of one week with pay.
- P12.17 Vacations shall be scheduled in accordance with the requirements of the service. An employee's vacation may be scheduled before the employee has accumulated 130 days of work provided that this is essential to proper force coverage throughout the year and that there is a definite expectation that the employee will subsequently accumulate the 130 days of work as specified in paragraph P12.15.

Day-At-A-Time

P12.18 Temporary employees who are eligible for two weeks' vacation may use one of these vacation weeks to be taken on a day-at-a-time basis. Single vacation days may then be granted to employees on the basis of the earliest request and in accordance with the requirements of the service.

ARTICLE P13 Promotions Within The Bargaining Unit

- P13.01 When selecting employees for job titles designated in Article G31, Note 1, first consideration shall be given to logical candidates in the immediate and related work groups, then to such candidates as have made known their desire to be transferred to such job titles.
- P13.02 Management will select the senior employee, provided the qualifications, such as ability, aptitude and attendance of the individuals considered meet the job title requirements and are judged by Management to be reasonably equal. The appropriate Business Manager will be notified when an employee is selected for one of these job titles.

ARTICLE P14 Transfers

GENERAL

- **P14.01** Procedures for the permanent or temporary transfer of employees shall be as outlined in this Article.
- P14.02 For the purpose of this Article a reporting headquarters is the specific bid or assigned location to which an employee normally reports to work.
- **P14.03** For the purpose of this Article a transfer occurs when:
 - (a) An employee's reporting headquarters, as defined in paragraph P14.02, is changed, or
 - (b) An employee's job title is changed at the same or a different reporting headquarters.
- P14.04 Employees will normally be assigned to their job title at their reporting headquarters. However, because of the requirements of the service or for other reasons it may be necessary to transfer employees, either permanently or temporarily.

PERMANENT TRANSFERS

- P14.05 Transfers are considered as permanent when the employee is not to be returned to his or her original assignment or reporting headquarters
- P14.06 Permanent transfers to fill vacancies shall be in accordance with he provisions of Article G30 ("Filling Vacancies).
- P14.07 Seniority of rating of employees transferring between Central Office
 Technician and Equipment Installation Technician job titles shall be interchangeable.

TEMPORARY TRANSFERS

P14.08 Transfers are considered temporary regardless of the period involved when the employee transferred is to be returned to his or her original assignment or reporting headquarters at the end of the transfer period.

- P14.09 Temporary transfers of employees outside of their job titles will be for one week or more, except as provided for in paragraph P14.10; however, the nature of our service is such that storms, fires, floods and other hazards, as well as unusual demands for service may necessitate the temporary transfer of employees to another job title for less than one week to meet these exigencies as they occur.
- P14.10 Available senior qualified employees may be temporarily transferred outside of their job title for less than one week provided that, where an unassigned day in the work group to which the employee is transferred is involved, the unassigned employee shall first be canvassed for the assignment. Regardless of the period involved, the Company will conduct a similar canvass when an employee is temporarily: transferred within the job title; or assigned to a work group which performs a different work function (e.g. construction to maintenance, special services testing to special services switch analysis, etc.).
- P14.11 Temporary transfers shall not be made for periods exceeding one month except under unusual conditions at which time the appropriate Business Manager will be notified. The available senior qualified employee shall have preference. If no volunteers, the junior qualified employee shall be assigned. When determining the available senior qualified employee a reasonable effort will be made to canvass all employees in the work group involved at the location or locations to be canvassed. This paragraph is not applicable to the E.I. Department.
- P14.12 An employee who is to be temporarily transferred to a distant point will, whenever practicable, be notified by at least the Wednesday prior to the week in which the transfer is effective.

TRANSFERS DUE TO REARRANGEMENT OF FORCE

- **P14.13** In a force rearrangement the junior qualified employee will be transferred following consideration of requests resulting from either posting or canvass, from senior qualified employees involved.
- **P14.14** Seniority of rating or seniority of service where ratings do not apply shall govern the reassignment of employees from one job title to another job title in the case of layoffs.

- P14.15 In a force rearrangement, an employee permanently assigned may be displaced on a seniority of rating basis. Where seniority is involved, it shall be seniority within the whole bidding area and seniority of rating in the same job title involved in the rearrangement.
- P14.16 In a force rearrangement resulting from a Central Office conversion rated employees transferred to a different type of Central Office shall retain seniority of rating at the new location.
- P14.17 In a force rearrangement, unrated employees involved may assert seniority of service rights in choice of location if considered qualified by Management for the particular assignment. However, unrated employees cannot assert seniority of service rights to displace an employee permanently assigned to a location which is not involved in the rearrangement.

ARTICLE P15 Expense and Travel Time (Except E.I. Department)

GENERAL

- **P15.01** Expense vouchers, other than for allowances specified in this Article, shall represent amounts actually expended and shall be made out and signed as "correct" by the employee incurring the expense.
- P15.02 When an employee is transferred by Management to meet the requirements of the service, or in connection with a force rearrangement not associated with layoffs, Management will decide the most equitable expense and travel time treatment, as outlined in this Article. For the purpose of computing distance in this Article, Management shall determine mileage by the most direct and practicable route on a standard road map.
- P15.03 When transfer is requested by the employee, or is to a work reporting location under the provisions of paragraph P17.02 of the Motor Vehicle Usage Plan, or is associated with layoff, or reemployment following layoff, no expense or travel time treatment is provided.
- P15.04 In the case of permanent transfer by Management, the expense and travel time treatment will terminate after ninety (90) calendar days following date of transfer.

TRAVEL TIME AND EXPENSE

- P15.05 In those transfers, permanent or temporary, where it has been decided that the employee is to travel to the new reporting headquarters, one of the following provisions will apply:
 - (a) If Company transportation is used, travel shall be on the Company time. No travel expense will be allowed.
 - (b) If public transportation is used, travel shall be on the Company time. The actual expense incurred will be allowed.
 - (c) If the Company decides to provide a travel allowance for each day worked in lieu of the travel time and expense provisions of paragraphs (a) or (b) above, such travel allowance shall be in accordance with the following schedule:

Distance from normal reporting headquarters to new reporting headquarters	Daily Allowance Daily Effective Allowance December 29, 20		
5 but less than 15 miles	\$17.50	\$19.50	
15 but less than 25 miles	25.00	27.50	
25 but less than 35 miles	32.00	35.50	
35 but less than 50 miles	45.00	49.50	

Note:

If the Company decides with employee concurrence, to provide a travel allowance in lieu of travel time and expense where the transfer is for less than five (5) days and to a reporting headquarters 50 to 60 miles, inclusive, from normal reporting headquarters, the employee will receive an allowance of \$60.00 for each day worked (effective December 29, 2002 the travel allowance will be increased to \$66.00 for each day worked).

- (d) If the employee utilizes a route which involves toll charges, the employee will be reimbursed for the amount of toll charges actually incurred, even if the route is other than that which Management determined for the purposes of paragraph (c).
- (e) No travel allowance will be paid to employees working in the city or town in which they reside, even though such assignment is away from their normal reporting headquarters,

unless the distance from the employee's residence to the new reporting headquarters is five (5) miles or more.

P15.06 In those transfers, permanent or temporary, where it has been decided that an employee is to be boarded at a distant point, one of the following procedures will apply:

- (a) If the employee is to boarded seven (7) days per week the employee is to be on the job for the entire normal work week. Necessary travel time to and from reporting headquarters at the beginning and end of such transfer shall be treated as time worked. When transportation is not provided by or arranged for by the Company, the employee shall be paid a transportation allowance of thirty-two and one-half cents (\$.325) per mile for the distance between the employee's normal reporting headquarters and the new reporting headquarters. If the employee is not assigned work on either Saturday or Sunday, the employee will have the option of the transportation treatment provisions of paragraph (b) below, in lieu of lodging and meal expense over the weekend.
- (b) If the employee is to be boarded up to five (5) days per week the employee will be allowed reasonable travel time to return from the job to reporting headquarters and from headquarters to the job over the weekend. When transportation is not provided by or arranged for by the Company, the employee shall be paid a transportation allowance of thirty-two and onehalf cents (\$.325) per mile for the distance between the employee's normal reporting headquarters and the new reporting headquarters.

Note:

In the event the Internal Revenue Service (IRS) increases the standard mileage rate allowable as a business use deduction from gross income during the term of the Agreement, the Company will increase the amount of reimbursemen accordingly, coincident with IRS increases, effective on the first day of the month following the announcement date, or the first day of the month following the effective date, whichever is later.

BOARD ALLOWANCE

P15.07 Board Allowance for the purpose of this Article shall mean meals and lodging.

P15.08 When an employee is to be boarded, as provided in paragraph P15.06 above, one of the following procedures will apply:

- (a) The Company will make arrangements for lodging and meals, or
- (b) The Company will make arrangements for lodging and the employee will receive a daily meal allowance for each day assigned as follows:

Location to Whi	ch Transferred
Within Wage	Within Wage
Zones 1	Zones 2 or 3
\$37.00	\$35.00

Effective December 29, 2002 \$41.00 \$38.50

- (c) The Company will make arrangements for transportation between the lodging location and the reporting location when the distance between the locations exceeds one (1) mile.
- (d) If the Company decides with employee concurrence, to provide a board allowance in lieu of the provisions of (a) or (b) and (c), the employee will receive a board allowance of \$69.00 for each day assigned (effective December 29, 2002 the board allowance will be increased to \$76.00 for each day assigned) or \$82.00 for each day assigned (effective December 29, 2002 the board allowance will be increased to \$90.50 for each day assigned) when the distance from normal reporting headquarters to new reporting headquarters is over 150 miles.
- (e) If the employee is to be boarded seven (7) days per week, a laundry allowance of \$15.00 will be paid for each weekend that the employee is assigned to work Saturday or Sunday, or both days (effective December 29, 2002 the laundry allowance will be increased to \$16.50).

ASSIGNMENT ALLOWANCE

P15.09 A Central Office Technician whose work area includes more that one work location, when assigned to report directly to one of these work locations rather than reporting directly to the employee's normal reporting headquarters to receive the employee's assignment to that work location, we receive an assignment allowance of \$8.00 (effective December 29, 2002 the assignment allowance will be increased to \$9.00) and a travel allowance computed in accordance with paragraph P15.05(c).

Note:

When the reporting location is five (5) miles or more from th employee's normal reporting headquarters, the assignment shall b on a mutually agreeable basis.

MOVING EXPENSE - RELOCATION ALLOWANCE

- P15.10 Employees who are permanently transferred by Management to a new reporting headquarters may:
 - (a) elect to receive reimbursement for reasonable moving cos incurred not to exceed \$8,800.00 (effective December 29, 200 moving costs will be increased to \$9,700.00) if they ar required, in the judgment of the Company, to relocate their residence as a result of the transfer; or
 - (b) elect to receive a relocation allowance of \$2,200.00 (effective December 29, 2002 the relocation allowance will be increased to \$2,500.00) if the new reporting headquarters is more than 35 miles from the employee's present permanent reporting headquarters.

Claims for reimbursement for reasonable moving costs incurred, o for a relocation allowance must be made within twelve (12) months of effectiv date of transfer.

P15.11 When such transfer is requested by the employee, or is associate with reemployment following layoff, no moving expense o relocation allowance will be naid.

MOTOR VEHICLE ALLOWANCE

P15.12 If the Company decides, with employee concurrence, to have th

employee travel on Company business between work locations in the employee's personal motor vehicle, the employee will be paid thirty-two and one-half cents (\$.325) per mile, provided that the employee has insurance coverage of at least \$50,000/\$100,000 and has advised the employee's insurance company of such business usage.

Note:

In the event the Internal Revenue Service (IRS) increases the standard mileage rate allowable as a business use deduction from gross income during the term of the Agreement, the Company will increase the amount of reimbursement accordingly, coincident with IRS increases, effective on the first day of the month following the announcement date, or the first day of the month following the effective date, whichever is later.

CONCLUSION

P15.13 The payments provided in this Article are expense allowances and shall not be construed as part of the basic wages for any purpose under this Agreement.

ARTICLE P16 Expense and Travel Time (E.I. Department Only)

GENERAL

P16.01 Expense vouchers, other than for allowances specified in this Article, shall represent amounts actually expended and shall be made out and signed as "correct" by the employee incurring the expense.

P16.02 Employees will be transferred permanently only when necessary to adjust forces to changes in work loads of long duration, and not for emporary large projects, regardless of the length of installation period.

P16.03 When transfer is requested by the employee, or is associated with layoff, or reemployment following layoff, no travel or per diem illowance is provided.

16.04 In the case of permanent transfer by Management, the employee will receive a travel or per diem allowance as outlined in this Article or a period of ninety (90) calendar days following date of transfer.

P16.05 When an employee is assigned to work at a distant point where per diem allowance is paid, necessary travel time to and from reporting headquarters at the beginning and end of such transfer shall be treated as time worked. When transportation is not provided by or arranged for by the Company, the employee shall be paid transportation allowance of thirty-two and one-half cents (\$.325) per mile, for the distance between the employee's normal reporting headquarters and the work location.

Note:

In the event the Internal Revenue Service (IRS) increases the standard mileage rate allowable as a business use deduction from gross income during the term of the Agreement, the Company will increase the amount of reimbursement accordingly, coincident with IRS increases, effective on the first day of the month following the announcement date, or the first day of the month following the effective date, whichever is later.

P16.06 For the purpose of computing distance in this Article, Management shall determine mileage by the most direct and practicable route on a standard road map. If the employee utilizes a route which involves toll charges, the employee will be reimbursed for the amount of toll charges actually incurred even if the route is other than that which Management determined for the purpose of computing distance in this Article.

TRAVEL ALLOWANCE

P16.07 Employees permanently stationed in the Boston Area may receive an allowance for each day worked in lieu of travel time and expense as follows:

(a) A daily allowance of \$17.50 (effective December 29, 2002 the daily allowance will increase to \$19.50) on jobs located in Arlington, Bedford, Belmont, Braintree, Burlington, Canton Dedham, East Boston, Hingham, Hyde Park, Lexington Malden, Milton, Needham, Newton, Norwood, Quincy Randolph, Reading, Revere, Scituate, Wakefield, Waltham Watertown, Wellesley, West Roxbury, Weymouth, Wincheste and Winthrop. Travel time and expense to all other Bostor Area locations shall be excluded.

ote:

Distance from headquarters	Daily Allowance		
Iravel point to job locations	Daily	Effective	
outside the Boston area	Allowance	December 29, 2002	
Within 25 miles	\$25.00	\$27.50	
25 but less than 35miles	32.00	35.50	
35 but less than 50 miles	45.00	49.50	

P16.08 Employees permanently stationed outside the Boston Area may receive an allowance for each day worked in lieu of travel time and expense as follows:

	Daily Allowance		
Daily	Effective		
<u>Allowance</u>	December 29, 2002		
\$17.50	\$19.50		
25.00	27.50		
32.00	35.50		
45.00	49.50		
	\$17.50 25.00 32.00		

P16.09 No travel allowance will be paid to employees working in the city or town in which they reside, even though such assignment is away rom their station headquarters, unless the distance from the employee's residence to the job location is five (5) miles or more.

MOTOR VEHICLE ALLOWANCE

P16.10 If the Company decides, with employee concurrence, to have the employee travel on Company business in the employee's personal notor vehicle, the employee will be paid a transportation allowance of thirty-two and one-half cents (\$.325) per mile, provided that the employee has insurance overage of at least \$50,000/\$100,000 and has advised the employee's insurance ompany of such business usage.

In the event the Internal Revenue Service (IRS) increases the standard mileage rate allowable as a business use deduction from gross income during the term of the Agreement, the Company will increase the amount of reimbursement accordingly, coincident with IRS increases, per mile, effective on the first day of the month following the announcement date, or the first day of the month following the effective date, whichever is later.

PER DIEM ALLOWANCE

P16.11 When an employee is assigned to work at a job location over fifth (50) miles from the employee's headquarters travel point, a pe diem allowance shall be paid in accordance with the following schedule:

	signed cation	Over 50 miles Up to 150 miles	Over 150 miles	
A.	Franklin St.	\$82.00	\$89.00	
	Bowdoin Sq.	Effective De	cember 29, 2002	
	Harrison Ave.	\$90.00	\$98.00	
	Back Bay			
B.	All other	\$69.00	\$82.00	
	locations	Effective December 29, 2002		
		\$76.00	\$90.50	

- P16.12 Per diem allowance shall not be paid to employees working in th city or town in which they reside, even though such assignment a away from their station headquarters.
- P16.13 The per diem allowance in paragraph P16.11 shall be paid for each day the employee is assigned to the location, excluding such day the employee is absent from work and is not at the location, and excludin vacation days, excused absence days as provided in Article G15, and absence which is not excused. Employees absent or on vacation for the entire work wee shall not receive any per diem allowance for that week.
- P16.14 When an employee is assigned to a job location over fifty (50) mile from the employee's headquarters travel point and is entitled to per diem allowance, a laundry allowance of \$15.00 will be paid for each weeken that the employee is assigned to work Saturday or Sunday, or both days, (effectiv December 29, 2002 the laundry allowance will be increased to \$16.50 for eac weekend assigned).
- P16.15 When an employee is assigned to a location over fifty (50) mile from the employee's headquarters travel point and is entitled to per diem allowance, the Company can choose, with employee concurrence, to make one of the following lodging and meal arrangements in lieu of a per dien allowance:

- (a) The Company will make arrangements for lodging and meals, or
- (b) The Company will make arrangements for lodging and the employee will receive a daily meal allowance of \$37.00 for each day assigned (effective December 29, 2002 the daily meal allowance will be increased to \$41.00 for each day).

Note:

When an employee is assigned to a formal training location outside of the States of Maine, Massachusetts, New Hampshire, Rhode Island and Vermont, regardless of distance from the employee's headquarters travel point, the Company will choose (a) or (b).

MOVING EXPENSE - RELOCATION ALLOWANCE

- **P16.16** Employees who are permanently transferred by Management to a new reporting headquarters may:
 - (a) elect to receive reimbursement for reasonable moving costs incurred not to exceed \$8,800.00 (effective December 29, 2002 moving costs will be increased to \$9,700) if they are required, in the judgment of the Company, to relocate their residence as a result of the transfer; or
 - (b) elect to receive a relocation allowance of \$2,200.00 (effective December 29, 2002 the relocation allowance will be increased to \$2,500) if the new reporting headquarters is more than 35 miles from the employee's present permanent reporting headquarters.

Claims for reimbursement for reasonable moving costs incurred, or for a relocation allowance must be made within twelve (12) months of effective date of transfer.

P16.17 When such transfer is requested by the employee, or is associated with reemployment following layoff, no moving expense or relocation allowance will be paid.

CONCLUSION

P16.17 The payments provided in this Article are expense allowances and shall not be construed as part of basic wages for any purpose under this Agreement.

ARTICLE P17 Motor Vehicle Usage Program

- P17.01 In administrative work units where some or all of the employees normally use Company-provided motor vehicles in order to perform their work, the Company may, at its discretion, implement a motor vehicle usage program. Employees who participate in the Program will be assigned motor vehicles for use in their work and for traveling between their work locations and places of residence (if the residence is within the employee's established Work Reporting Area) or other designated places for the vehicle storage.
- P17.02 When the Company introduces the motor vehicle usage program within an administrative work unit all employees within that unit who normally use a Company-provided motor vehicle in the performance of their work assignment will be eligible to participate. Participation by any such employees will be on a voluntary basis. If an employee elects not to participate and the work reporting location remains open, that location will remain the employee's reporting headquarters. If the work reporting location is closed in conjunction with the introduction of the motor vehicle usage program, management will determine where the motor vehicle assigned to that employee is to be stored (no more than thirty (30) miles from the employee's former reporting headquarters) and that location will become the employee's work reporting location.
- P17.03 Employees who participate in the Program will be expected to provide normally secure and legal storage for the vehicle at their places of residence. If the vehicle cannot be properly stored at an employee's place of residence, the Company may arrange for appropriate storage at its expense.
- P17.04 Operating and maintenance costs will be at the Company's expense.

 The Company will make arrangements for maintenance of the vehicle; however, it will be the responsibility of the employee to whom the vehicle is assigned to assure that the vehicle is properly maintained.
- P17.05 Each participating employee will be expected to begin and end the

work tour at any assigned location within the established work reporting area. However, if an employee's first and/or last work assignment of the day is outside of the employee's established work reporting area by 20 miles or less, a daily allowance of \$11.00 will be paid to the employee. If such assignments are beyond the work reporting area by more than 20 miles, the employee will be eligible for the board allowance provisions of Article P15.08(d).

- P17.06 The established work reporting area will normally consist of a circular area whose center (Physical Reference Point) is a designated specific address or landmark. The radius of this circle will be:
 - (a) 10 miles if the Work Reporting Area (WRA) contains any portion of the Special City Allowance area.
 - (b) 20 miles if the WRA does not contain any portion of the Special City Allowance area but the major portion of the WRA is in Massachusetts or Rhode Island
 - (c) 30 miles if the major portion of the WRA is in Maine, New Hampshire or Vermont.

ARTICLE P18 E.I. Department Meetings

P18.01 On request of the Local Union, the Equipment Installation
Department will meet every six months with each Business Manager
and his or her designated representatives to review matters of mutual interest.

ARTICLE P19 Layoff and Recall

GENERAL

- P19.01 When the Company finds it necessary to lay off regular full time employees, the procedure set forth in this Article shall be followed.
- P19.02 Notification of layoff shall be given to the Union at least thirty (30) calendar days in advance of the effective date of such layoff.
- P19.03 Seniority for the purpose of layoff shall be Net Credited Service.

LAYOFF

P19.04 Layoff of employees shall be by job title, and shall be in the inverse order of seniority.

Exception: Employees assigned to the job titles of Central Office Technician, Equipment Installation Technician, Outside Plant Technician, Splice-Service Technician and Facilities Assigner having less than one year of seniority, shall be displaced by any employee assigned to these job titles who has greater seniority and otherwise would be laid off.

P19.05 An employee transferred permanently from one job title to another, shall, for the purpose layoffs be considered as a member of the job title from which the employee was transferred for six (6) months from the date of the transfer. After six (6) months from the date of the transfer, the employee shall be considered as being in the job title to which the employee was transferred.

P19.06 An employee who has been returned to the bargaining unit from a permanent Management assignment within three (3) months of the date of layoff shall have no seniority for the purpose of that layoff.

P19.07 When an employee is returned to the bargaining unit for any reason from a permanent Management assignment it is expected that the employee will be returned to the location and job title from which the employee was promoted and this return will not result in the transfer of a permanently assigned employee at that location.

P19.08 At the time of layoff, the Company agrees to review contract work with the Union as provided in Article P9 ("Contract Work").

RECALL

P19.09 Employees who are laid off or rearranged under the provision of this Article shall be eligible for recall, as provided for in paragraph P19.10 for two years or for the life of the current Agreement from their date of layoff or rearrangement, whichever is greater.

P19.10 After a layoff, vacancies shall be offered to rearranged employees, and to laid off employees still eligible under the provisions of paragraph P19.09, in the order and manner listed below, before posting and filling them under Article G30 ("Filling Vacancies").

- (a) Employees who were rearranged at the time of layoff will be given one opportunity to return to their former location and job title in the inverse order in which they were rearranged. Employees declining such an offer will still be eligible under Article G30.
- (b) Employees who were laid off and who are eligible for recall will be given one opportunity to return to their former job title in the bidding area which presently covers their former location, in the inverse order in which they were laid off; except that, for Central Office vacancies reemployment preference will be given to employees in order of seniority within the group experienced in the particular type of Central Office involved. If the vacancy offered to an employee under this paragraph is more than thirty-five (35) miles from the employee's former location, and the employee does not accept the vacancy, it will not count as the employee's one opportunity to return.
- P19.11 Nothing in this Article shall be construed as prohibiting the Company and the Union from modifying, by mutual agreement, the procedures for layoff.

ARTICLE P20 Examination Procedures

- P20.01 The examinations in this Article are not intended to limit work assignments. Employees who are assigned to job titles where ratings are required to advance to maximum wage rate and who are rated will normally be assigned to work at their assigned location requiring the higher degree of skill and proficiency. However, when Management deems it to be necessary: (a) employees with ratings may be assigned to work requiring a lesser degree of skill and proficiency; and (b) employees without ratings may be assigned to work that requires the higher degree of skill and proficiency.
- P20.02 Job titles for which examinations and ratings are required are listed in Article G31 ("Titles and Classifications") of the Agreement. Any changes in rated job titles will be subject to the provisions of Article G3 ("Amendments").

ELIGIBILITY

P20.03 To be eligible to apply for rating, the employee must have been continuously employed in the rated job title in which the employee is applying for rating for at least six (6) months immediately preceding date of application and must be receiving the maximum progression rate on Wage Table 2.

QUALIFICATIONS

P20.04 To qualify for a rating the employee must be certified by an authorized Examining Board on the basis of oral examination.

APPLICATION

- P20.05 The date of receipt of application Form 68 by the First Line Supervisor shall govern the order of examination assignments. Applications will be acknowledged within ten (10) calendar days of receipt and will specify date, time and place of examination. When applications for the same rating are received on the same day the order of examination assignments will be governed by length of net credited plant service.
- P20.06 Examinations shall be given as expeditiously as possible, normally within thirty (30) calendar days after receipt of application by the employees' First Line Supervisor.
- P20.07 An employee who has failed an examination, or an employee who, without sufficient reason, fails to appear for examination after receiving due notice, may file application for re-examination after thirty (30) calendar days from the date of the previous examination or from the assigned date the applicant failed to appear. Further application for reexamination shall be after six (6) months from the date of the previous application for reexamination.

EXAMINATION

- P20.08 The examination will be conducted by an Examining Board made up of employees, consisting of:
 - (a) A Chairman designated by Management.
 - (b) An Examiner designated by Management who will conduct the examination.

- (c) A representative, of the applicant's choice, will be designated as the third member of the Examining Board when the applicant so specifies.
- **P20.09** Examinations shall be conducted in accordance with the Examination Outlines, which will include specific information, if any, related to the applicant's present assignment (see paragraph P20.20). The Examiner will develop by suitable questions and problems, the extent of the applicant's knowledge and demonstrated skills.
- **P20.10** The applicant and/or the representative shall have the right to object to any question or problem as being beyond the proper scope of the examination. The board will rule on the objection before proceeding further. In the case of disagreement, the objection made and the ruling made thereon shall be written on or attached to the application form.
- **P20.11** Immediately following the examination, the Examining Board will determine whether or not the applicant's qualifications as demonstrated by the examination justify a favorable report. The applicant shall then be advised immediately as to whether he or she passed or failed the examination. Such report shall then be promptly confirmed in writing.
- **P20.12** Management will assign an alternate Chairman and/or Examiner to the Examining Board at the request of an applicant who has failed an examination and applies for reexamination.

DATE OF RATING

- **P20.13** The date of rating, if applicant passes the examination, will be the date that the First Line Supervisor received the application for examination or the application for reexamination. Postmarked date will apply in case of mailing. For purposes of rating seniority only, the rating date of employees engaged under the provision of Article G28.03 shall be no earlier than the date the employee could have acquired a rating had the employee not been engaged under the provision of Article G28.03.
- P20.14 In the event of future conflict due to the same date of rating, net credited service shall govern. Further conflict shall be resolved by lot.
- P20.15 When an employee applies for examination and, prior to the examination, becomes disabled for more than thirty (30) calendar days, the date of rating shall be retroactive to the date of application, provided that

the employee is approved for rating at examination within thirty (30) calendar days following return from disability. Any wage increase resulting from the examination shall be retroactive to the date of return from disability.

EXAMINATIONS FOLDERS

- P20.16 Management will provide a sufficient number of folders for use by employees assigned to the job title to which the folder applies. An employee will be eligible to apply for a folder within six (6) months of the date which the employee is scheduled to receive the maximum progression rate for the job title to which assigned.
- P20.17 Application for loan of folder shall be made on Form 913A approved by the employee's immediate supervisor. If the folder is to be used by two or more employees the application form shall be signed by each employee involved and shall provide the data required relative to each employee.
- P20.18 Requests for folders will be filled in chronological order based on date of receipt of applications. Folders will be provided for reasonable periods of time but will be subject to recall after twelve (12) months, or earlier if any of the contents of the folder have been revised.
- **P20.19** The employee is responsible for the folder and will not be given an examination until the folder has been returned in an acceptable condition.
- P20.20 The following examination outlines and folders are available:

Outline and folder	Specific Information*
Head Outside Plant Technician	-
Estimate Assigner	-
Central Office Technician	SPC, SARTS, FMAC,
_	POWER, FIELD
Splice-Service Technician	POWER, FIELD
	POWER, FIELD
Equipment Installation Technician	SPC, POWER, FIELD

Outling and folde-

*The specific information included in the outline and folder must be related to the applicant's present assignment. P20.21 Any question arising in connection with matters of qualification of applicants by the Examining Board, examination content or the examining board reports under the system of examinations for ratings is specifically excluded from the arbitration procedures outlined in Article G9 of the Agreement.

Memorandum of Agreement Contract Work

The Company and the Union agree to the following procedures regarding the assignment of work associated with the Outside Plant Technician and Splice-Service Technician job titles.

- Line management and the Business Managers should discuss force and load requirements. Each Director will meet periodically with the appropriate Business Manager(s) to review these requirements, at either parties' request.
- The Company's intention is to utilize its employees to perform work associated with the Outside Plant Technician and Splice-Service Technician job titles. Both parties agree that the use of temporary employees will be considered as an alternative to contracting.
- The Company and the Union recognize that under the following conditions work may be contracted out:
 - a. When emergency conditions exist, as described in Article P3.06, and it is necessary to supplement the existing Outside Plant Technician and Splice-Service Technician work force, then the following procedures will apply in order of priority:
 - Assistance will be requested from Verizon New York Inc.
 - Assistance will be requested from former Bell Atlantic Companies.
 - Work will be contracted out as required.
 - Where the Company does not own the equipment necessary to do the work and it would not be economic to acquire. (Example: Existing motor vehicle situation.)
 - c. During limited periods of unusual load requirements, where the Company's ability to meet its service commitments is in jeopardy and where the existing work force cannot meet these needs after the use of overtime and available temporary transfers have not alleviated the situation.

When the above conditions exist, the Director(s) will notify the Business Manager(s) involved and will review the situation and give full consideration to other alternatives before contractors are bired.

- The Company will maintain its established policies of contracting out work not customarily performed by Company employees, such as:
 - a. Blasting
 - b. Cable Mark-Out
 - c. Conduit and Manhole Work (Installation and Repair)
 - d. Placement of Buried Cable
 - e. Tree-trimming
- 5. With respect to disputes arising out of this agreement, the Union may submit a grievance directly to step three (3) of the grievance procedure as described in Article G8.01 of the Labor Agreement within ten (10) days of the action giving rise to the dispute. If the dispute is still unresolved, the Union may appeal to arbitration if the Company receives notice of such appeal within thirty (30) days after conclusion of the grievance procedure. Arbitration shall proceed in accordance with Article G9 of the Labor Agreement.

The Company shall agree to substitute this case for an existing scheduled case at the Union's request, in an effort to expedite the process.

This Memorandum of Agreement shall remain in effect for the life of the 2000 Labor Agreement.

Cyairperson, Plant Bargaloing Committee

Chairman, Plant Negotiating Committee/ Business Manager Local 2322

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Ediness Manager-pocalet22

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Brainess Manager-Local 2320

Company of Machian

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Business Manager-Local 2321

Ulling Clarify

Business Manager Local 2323

Busyess Manager-Local 2324

Manager-Local 2325

Business Manager-Local 2325

Bosiness Manager-Local 2326

August 6, 2000

Mr. Richard R. Cappiello Chairperson, Plant Negotiating Committee

This will confirm our agreement that in the event Verizon New England Inc. decides to invest in a Broadband network, the parties agree that regular and temporary IBEW represented employees will perform the plant work portion of the Broadband work in the five New England States.

Chairperson, Plant Bargaining Committee

AGREED:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Richard R. Cappiello

Chairperson, Plant Negotiating Committee

Mr. Richard R. Cappiello Chairperson, Plant Negotiating Committee

Dear Mr. Cappiello:

This will confirm our understanding that, for the duration of the 2000 Labor Agreement, Outside Plant Technicians will not be permanently transferred outside of their present bidding areas or permanently transferred over twenty-five (25) miles within their bidding areas as a result of the contracting out of pole work.

This will also confirm our understanding that for the life of the Labor Agreement the Company will continue its present practices of assigning Outside Plant Technicians to replace broken poles on an emergency basis.

Yours truly,

Chairperson, Plant Bargaining Committee

Mr. Richard R. Cappiello Chairperson, Plant Negotiating Committee

Dear Mr. Cappiello:

This will confirm the agreement between the Company and the Union that, for the duration of the parties' existing Labor Agreement, alleged violations of Article P6 may be grieved directly to Step Three of the grievance procedure. If the grievance is not resolved and is filed for arbitration, the parties may agree to seek resolution pursuant to the provisions of Article G9B ("Mediation").

R.W. Lawoulogie Chaimerson, Plant Bargaining Committee

AGREED:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Chairman, Plant Negotiating Committee

Mr. Richard R. Cappiello Chairperson, Plant Negotiating Committee

Dear Mr. Cappiello:

This will confirm the agreement between the Company and the Union for the life of the Labor Agreement in regard to required overtime and the suspension of overtime limitations.

In order to utilize all available qualified employees on a voluntary basis for overtime assignments to meet customer service requirements before the use of forced overtime or before suspending overtime limitations as provided for in Article P3.05 and P3.07, the following procedures will be implemented:

- Administrative work groups in need of assistance to meet the workload will request additional overtime help from other work groups of employees in the same job title.
- The Administrative Dispatch or Control Center supporting the work group requesting the assistance will be responsible for coordinating the availability of qualified volunteers from such other work groups and the assignment of such employees to work voluntary overtime.

If the required number of qualified employees cannot be obtained in accordance with the above, the use of forced overtime or suspension of overtime limitations per Article P3.05 or P3.07 may be implemented.

Chairnerson, Plant Bargaining Committee

AGREED:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Chairman, Plant Negotiating Committee

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ARTICLE T1 Types and Length of Tours

T1.01 A. Tour

A tour is comprised of the daily hours of duty assigned ar employee, and includes the relief but excludes the meal period if provided.

- Full Time Tours for Group I employees will be seven hours ir length.
- C. Group II and all Clerical, Staff and Administrative employees are assigned to tours consisting of 7 1/2 hours.
- D. Part Tour

A part tour for Group I and Group II employees consists of a single session of not less than 2.5 hours in length.

E. Session

A session is the continuous time including the relief period an employee works without a meal period or longer interval occurring within it.

- F. Half Excused Work Day or Half Vacation Day A half excused work day or half vacation day consists of half of the assigned tour on that day, or either the first or second session of an assigned split tour.
- T1.02 Lunch periods may vary in length. No pay will be given for lunch periods.

ARTICLE T2 Central Office Assignments

T2.01 Basic Work Week

The basic work week consists of the first five full tours which are worked in a calendar week, counting holiday and Sunday tours worked. Absence from scheduled assignments either paid or unpaid and holidays unassigned, are included in the basic five day work week.

T2.02 All Regular full time operators in each Operator Services Center may select tours of duty according to the Tour Card method. A tour card schedule is that method by which each regular full time operator indicates in advance a preference for the types of tour the employee wishes to work and accordingly is assigned weekly by seniority.

Seniority shall prevail in the selection of tours and days off subject to meeting the requirements of the service.

- T2.03 Regular full time operators who work the all-night tour shall be treated as a separate group except for the following:
 - (a) Vacations shall be chosen by seniority within the total office regular full time force.
 - (b) Seniority for choice of tours shall be used within the total office regular full time operator force in all methods of selection, provided that, in any office in which regular full time operators may change their tour card preferences more often than monthly, an employee shall not choose to move onto or off the all-night work force more frequently than once a month with notice thereof at least two (2) weeks in advance. All-night relief tours shall continue to be assigned in accordance with the practice that exists in each office.
 - (c) Any force adjustment under Article T13 shall be treated within the total operator force in the affected office.
- T2.04 It is the intention of the Company to employ as many regular full time operators as it determines it needs. When openings for regular full time operators are available, qualified regular part time and temporary operators will be offered these positions by seniority according to their Net Credited Service.
- T2.05 Regular part time, temporary and occasional operators shall be assigned by the Company to days and hours of work subject to the needs of the service after regular full time operators have been assigned. Those regular part time and temporary employees who are to be assigned by the Company in advance on the posted schedule, will be assigned by the tour card method with preference given to those employees with the longest continuous employment.

- **T2.06** Service Assistants, Administrative Assistants and Office Assistants in each unit may choose tours based on seniority, subject to meeting the requirements of the service.
- T2.07 On Sundays and Holidays regular full time employees shall be assigned to duty in rotation. After all regular full time employees have been offered an equal opportunity to work an extra Sunday and Holiday other employees may be assigned.
- T2.08 Weekly schedules shall be posted not later than 12:00 noon on Thursday prior to the week for which such schedules are effective. Sunday schedules shall be posted not later than eleven (11) days prior to the Sunday the schedules are effective. Holiday, Christmas Eve, New Year's Eve, Mother's Day, Father's Day and Easter schedules shall be posted not later than two (2) weeks prior to the day the schedules are effective.
- T2.09 (a) Employees who are forced to substitute on an all night tour will not be assigned to their next tour for a period of ten hours following completion of such all-night tour unless the employee waives this ten-hour period.
 - (b) Employees who voluntarily substitute on an all night tour or who transfer from an all night assignment to a day or evening tour shall not be assigned to their next tour for a period of eight hours following completion of such all night tour unless the employee waives this eight hour period.
 - (c) When any scheduled evening tour ends later than 1:00 a.m., there shall be a period of eight hours allowed between the end of that tour and the beginning of the next scheduled tour unless the employee waives this eight hour period. The employee's tour card preferences shall be used to assign the next tour and, should the eight hour period not be possible, the next most junior employee shall be affected.
- The Company may change or modify posted schedules by giving forty-eight (48) hours' notice prior to the start of the changed or original tour, whichever is earlier. Otherwise, if a tour is changed by the Company without forty-eight (48) hours' notice, an additional payment of one-half the basic hourly wage rate shall be made for any time worked which does not coincide with the previously assigned tour, excluding changes in lunch time and reliefs.

- T2.11 Changes of assignment of tours and days off requested by employees may be made if approved by the Operator Services Manager. Such changes shall be allowed as service conditions permit.
- The Company shall assign employees inexperienced on a particular service in such a way that they will be on duty during hours which will permit their adequate supervision and coaching as follows:
 - (a) New employees will be so assigned for up to four (4) weeks following completion of training. However, when the Company deems it appropriate, and notifies the Union in advance, the period may be extended up to a maximum of eight (8) weeks.
 - (b) Cross-trained employees will be so assigned for two (2) weeks following completion of training.
 - (c) Normally, new and cross-trained employees will not be assigned to all night tours for a period of six (6) weeks. However, when the Company deems it appropriate, and notifies the Union in advance, the period may be extended up to a maximum of four (4) months.

ARTICLE T3 Operator in Charge-Night

- The nonmanagement person in charge of an Operator Services
 Center during an all night tour, will be designated Operator in
 harge-Night and will receive the differential payment specified in Exhibit T1.
- f3.02 An employee designated as Operator in Charge-Night may transfer from an all-night tour to any other tour only as an Operator. The ransfer and choice of tours will be in accordance with Article T2.02 and T2.03.
- Employees working the all-night tour who are not designated as Operator in Charge-Night shall be paid in accordance with the age rate for Operator.
- 3.04 In making assignments to the title of Operator in Charge-Night,
 Management will give full consideration to ability, aptitude,
 ttendance and personal training for the job to be filled. Ability and
 ualifications for the job being equal, seniority shall prevail.

- T3.05 In the event that none of the employees selecting the all-night tour is willing to accept the title of Operator in Charge-Night, Management will assign said title to an Operator who is willing to accept the assignment. If no employee will accept the title on a voluntary basis, Management will assign the title of Operator in Charge-Night to the junior qualified employee who has selected the all-night tour.
- T3.06 In the event that none of the employees selecting the all-night tour is considered by Management to be capable of filling this position, the junior employee selecting such tour will be returned to the day work force (all tours other than the all night tour) and Management will assign the title of Operator in Charge-Night in accordance with the provisions of Article T3.05. It is agreed by the parties that the selection of an Operator in Charge-Night under the provisions of this paragraph is subject to Articles G8 and G9 of the existing collective bargaining agreement between the parties.
- T3.07 In any office wherein a Management person is appointed to administer the all-night work force, the Company reserves the righ to either retain the Operator in Charge-Night, or to change the title of Operator in Charge-Night to Operator and add a Service Assistant to the all-night work force

ARTICLE T4 Relief Periods

- **T4.01** A relief period of fifteen minutes shall be given in each session o two and one-half hours or more except to Service Assistants who shall be given twenty minute relief periods.
- **T4.02** Employees Working All-Night Tours
 Employees who work throughout the night in offices having two o more persons on duty during the night shall be allowed time for rest equivalen to the standard day relief periods, in addition to an unpaid meal period.
- T4.03 Relief periods are paid time and employees on relief are considered to be on duty.

ARTICLE T5 Differential and Premium Pay

T5.01 A Wage Table 31 employee who works a tour which has an established differential shall be paid the amount specified in Exhibit T1 of this Contract, if the employee works any portion of such one-session evening tour or any portion of the second session of such two-session tour.

T5.02 A premium payment of straight time extra at the basic hourly wage rate shall be made for actual time worked on Christmas Eve, December 24, and New Year's Eve, December 31, between the hours of 7:00 P.M. and 7:00 A.M. the following day. This premium shall be in addition to any overtime, Sunday or differential payments to which the employee is entitled but it shall not be paid in the case of paid absence or sleeping time of all-night operators during the hours specified.

T5.03 If a posted tour is changed by the Company without forty-eight (48) hours' notice as described in Article T2, an additional payment of one-half the basic hourly wage rate shall be made for any time worked which does not coincide with the previously assigned tour, excluding changes in lunch and reliefs. This premium shall also apply to extensions of posted part tours when the notice of extension does not meet a twenty-four (24) hour notice requirement.

EXTRA PAYMENT

- An employee whose assigned reporting location is within the area of Boston, Massachusetts, as such area is indicated on the map hown in Exhibit G1, will be paid an extra payment of \$1.00 for each night tour worked after reporting at such assigned reporting location.
- The extra payment will enter into computations of overtime pay required by law but will not be part of the basic rate or basic weekly ages for any other purpose nor enter into the computation of any payments nder the Pension Plan applicable to employees covered by this Agreement or any ther benefits or differentials.
- 5.06 Not more than one extra payment will be paid to an employee on any one day regardless of the number of times the employee reports a qualified location during that day.
- 5.07 There shall be no duplication of payments for excess time worked under the foregoing provisions of this Article.

T5.08 Service Assistants and Service Assistant Aides who are assigned to provide initial training or coaching to new students will receive a daily payment of \$7.00 for each day worked in this capacity. Other employees who are assigned to provide such training or coaching will receive the greater of, a daily payment of ten (10) percent of the daily basic wage rate for each day assigned, or a minimum payment of \$5.00.

ARTICLE T6 Overtime and Sunday Pay

T6.01 Overtime

Daily overtime is a period of six (6) minutes or more, worked in excess of a full time tour. Weekly overtime is time worked in excess of five full time tours in a calendar week. Daily overtime shall not be used in computing weekly overtime.

- **T6.02** Daily or weekly overtime shall be paid at the rate of time and one half the basic hourly wage rate.
- **76.03** An employee who works a tour beginning on Sunday shall be paid premium pay at the rate of time and one-half for the hours worked
- **76.04** Overtime worked on a holiday shall be paid at the rate of two an one-half times the basic hourly wage rate.
- To the extent that the overtime hours actually worked in a week an paid at time and one-half exceed nine (9) overtime hours, suc excess hours will be paid at two times the basic hourly rate.
- **T6.06** Fractional hours of overtime beyond six (6) minutes worked at th request of Management shall be counted on the basis of the nex higher quarter hour, for example (6 15 minutes equals 1/4 hour, 16 3 minutes equals 1/2 hour, etc.).
- Tour differentials shall be included in the base for overtin computation for all overtime worked beyond 35 hours in a week for Group I employees and beyond thirty-seven and one-half hours in a week for Group II employees.

76.08 Only the following absence shall be considered as time worked for the purpose of computing overtime:

- (a) Paid absence of less than half a day.
- (b) Paid absence of a Union representative meeting with Management.
- (c) Unassigned holidays, day-at-a-time vacation day and Paid Excused Work Day.

There shall be no duplication of payments for excess time worked under the foregoing provisions of this $\mbox{\it Article}.$

ARTICLE T7 Call Out Payments

T7.01 Employees called out to work under the following conditions shall be paid for the hours worked in accordance with the provisions of this Agreement. However, employees working under these conditions shall receive a minimum of four hours' pay, irrespective of the time actually worked.

- (a) If called to work prior to the start of an assigned tour and such work time is not continuous with the assigned tour.
- (b) If called to work after having returned home or after a period of one-half hour has elapsed since the completion of a tour.
- (c) If called to work on any unassigned day.

ARTICLE T8 Absence From Duty

- F8.01 Employees shall be paid for absence from assigned duty because of the following reasons:
 - (a) Appointment with a physician or the Medical Department or the Company's local medical consultant which has been requested by the Company.

- (b) Jury duty and witness service when the employee is not a party to the case
- (c) Death in the immediate family. "Immediate family" shall normally be considered to consist of wife, husband, domestic partner, father, mother, brother, sister, father-in-law, motherin-law, children, grandparent, grandchild and other relatives living in the employee's household. Normally such absence will not exceed three working days.
- (d) Illness necessitating absence for the entire second session of a tour, provided the employee has worked all or part of the first session, excepting temporary and occasional employees.
- (e) Illness for part of a session.
- (f) Quarantine of an employee when determined to be necessary by Company's Medical Department.
- **T8.02** Flexible excused work time provisions, designed to accommodate personal, immediate need requests for time off are provided in Article G15 ("Excused Work Days").
- T8.03 Payment for such absence shall be at straight time, except that absence because of illness for part of a session which occurs either on Sunday or when the employee is working beyond five full time tours on a sixth or seventh day in a calendar week, shall be paid for at the rate of time and one half.
- **T8.04** With the exception of paragraphs (d) and (e) preceding, absence from assigned duty beyond the normal five day work week on a sixth or seventh day in a calendar week shall not be paid for.
- T8.05
 Allowances for days scheduled but not worked during the first seven days of absence due to illness or off duty accident shall be made to regular full time and part time employees and temporary full time and part time employees as follows:

Payment Shall Begin

Group I Employees

Five years or more First full day of absence from

Assigned duty

More than two years but less than five years

Third consecutive day of Absence from assigned duty

Group II Employees

Six months or more First full day of absence from

Assigned duty

T8.06 Allowances shall mean payments at the employee's regular rate.

This shall not include any extra payment for Sunday or holiday work, but will include differential payments.

T8.07 Allowances to full time employees shall be made at the basic rate of pay in effect on the first day of absence. This rate shall include the differential for the tour or tours the employee was assigned to work during the period of absence due to illness.

T8.08 An employee who is scheduled to work beyond a normal full time work week on a sixth day in a calendar week but who is absent on account of illness for that entire day, shall not have such day considered as a day of paid absence under the preceding provisions.

T8.09 Payments and allowances described in this article may be suspended or discontinued for just cause in individual cases on the authority of a District level supervisor.

ARTICLE T9 Holidays

T9.01 On the following holidays all employees working in the States of Maine, Massachusetts, New Hampshire, Rhode Island and Vermont shall receive a holiday allowance of one day's pay at the straight time rate subject to the exceptions in the following paragraphs:

HOLIDAYS			
New Year's Day JANUARY 1			
Washington's Birthday	THIRD MONDAY IN FEBRUARY		
Memorial Day	LAST MONDAY IN MAY		
Independence Day	JULY 4		
Labor Day	FIRST MONDAY IN SEPTEMBER		
Veteran's Day	NOVEMBER 11		
Thanksgiving Day	FOURTH THURSDAY IN NOVEMBER		
Christmas Day	DECEMBER 25		
Floating Holidays	NOTE A		

NOTE A - Employees are eligible for two (2) Floating Holidays, except that for employees permanently assigned in the State of Vermont the number of Floating Holidays shall be three (3); and for employees permanently assigned in the State of New Hampshire the number of Floating Holidays shall be three (3) in even-numbered years only. However, an employee hired on or after May 1 and prior to Columbus Day, will be eligible for one (1) Floating Holiday for the calendar year in which hired. Employees hired on or after Columbus Day are not eligible and may not select Floating Holidays in the calendar year in which hired. Eligible employees permanently assigned in the states indicated shall select Floating Holidays from the following chart, concurrent with the scheduling of vacations:

	MAINE	MASS.	N.H.	R.I.	VT.
Martin Luther King Day	THIRD MONDAY IN JANUARY				
Lincoln's Birthday				Ĭ	Feb. 12
Fast Day			4th M Apr.		
Patriot's Day	3rd M Apr.	3rd M Apr.			
Victory Day				2nd M Aug.	
Bennington Battle Day					Aug 16
Columbus Day	SECOND MONDAY IN OCTOBER				
General Election Day			BIENNIALLY		
Day After Thanksgiving	FOURTH FRIDAY IN NOVEMBER				
Employee's Birthday					
Religious Holiday					

T9.02 When any of these fixed holidays other than Christmas fail on Sunday, the following Monday shall be observed instead.

T9.03 Employees Who Work

Employees who work on the holiday will be paid one day's pay plus one and one-half times the normal basic hourly rate for time worked up to a full tour and two and one-half times the basic hourly rate beyond a full tour. An employee will also be paid the differential associated with the tour.

Group I employees will receive an additional premium payment of one half the basic hourly wage rate for all hours worked on holidays in excess of three in a calendar year.

T9.04 Employees Who Do Not Work

All regular full time and temporary full time employees who do not work on the holiday will receive one day's pay for the holiday, except as provided in T9.06.

T9.05 Group II Employees

In a holiday week the work week of these employees consists of four full time tours. When the holiday occurs on Saturday a day off for the holiday will be assigned in the week in which the holiday falls or within three (3) months thereafter. Force conditions permitting, employees will choose an available day off during the interval specified above. If force conditions do not permit a day off during the period specified, a designated day on which the employee works will be paid at one and one-half times the basic daily wage rate in addition to the straight time paid for the hours actually worked.

T9.06 An employee shall not be paid for the holiday when on leave of absence, receiving Disability Benefits, is absent without pay for the entire holiday week, or when assigned on the holiday but does not report for duty - unless paid under Article T8 Absence from Duty. A temporary employee shall not be paid if assigned but fails to report or is offered work and declines the holiday assignment

T9.07 When a holiday occurs during an employee's vacation, the employee shall receive treatment as specified in Article T10 - Vacations.

ARTICLE T10 Vacations

REGULAR EMPLOYEES

T10.01 Eligibility

The eligibility of regular employees to receive a vacation with pay within the current year shall be determined in accordance with the following schedule:

Net credited service attained during calendar year

<u>Vacation</u>

More than six months but less than ten months — employees engaged on or after March 1.

One Week

More than six months but less than seven years — employees engaged before March 1, and employees engaged on or after March 1 who have more than six months and worked as a temporary employee during January or February in the current year.

Two Weeks

More than seven years but less than fifteen years.

Three Weeks

Fifteen years or more but less than twenty-five years.

Four Weeks

Twenty-five years. (Except as provided in paragraph T10.08, at least one week shall be taken during the months of January, February, March, April, November or December).

Five Weeks

T10.02 Rate of Pay for Vacation

A regular full time employee shall be paid the basic weekly wage rate plus the differential associated with the normal tour worked by the employee. If the employee works tours that carry varying differentials, an average differential based on the four weeks preceding the vacation shall be paid.

T10.03 When a holiday occurs during the vacation, the employee shall be granted a day off with pay. Such day off shall be the last working day prior to the vacation or the first working day following the vacation, but it must be designated by the employee at the time of the vacation selection and it shall not be a Sunday or holiday.

In the event such day is not so designated the employee shall select another day to be taken in accordance with the Excused Work Day provisions of Article G15.

- T10.04 An employee who may be substituting at a higher rate during the week immediately preceding the vacation and is being paid at the higher rate for such week, shall receive vacation payment at this higher rate under either one of the following conditions:
 - (a) If the employee continues to substitute at a higher rate immediately following the vacation period.
 - (b) If the employee has substituted at that higher rate for at least four consecutive weeks immediately preceding the vacation.
- **T10.05** The vacation year commences with the first payroll week falling entirely within January and ends with the last week beginning in the following December.
- T10.06 Vacations shall not start on days other than Sunday except as provided in paragraph T10.10 of this Article.
- T10.07 The Company shall prepare vacation schedules for employees in each work unit. Employees shall select vacations according to seniority well in advance of the vacation period in order to have ample notice of vacation.
- T10.08 Scheduling of Vacations

Regular full time employees entitled to two or more weeks of vacations shall first select two vacation weeks from the schedule. After the entire

bargaining unit work force in an Operator Service Center has selected two vacation weeks from the schedule, those employees eligible for additional vacation weeks shall then select all such additional weeks from the available weeks remaining on the schedule. In clerical and administrative groups each work unit, as designated by Management, will select in the same manner by seniority. The Company will allot a minimum of 35% of the total number of vacation weeks for each year to the summer vacation period, which extends from and including Memorial Day through Labor Day.

After all regular full time employees have completed their vacation choices, regular part time employees shall then make their vacation choices in the same manner as regular full time employees.

T10.09 Carry Over of Vacations

At the option of the employee, a part of the vacation may be carried over from one year to the next year.

One week of the current year's vacation must be taken within the current year. The remaining week or weeks of vacation for the current year may be carried over and must be taken in the subsequent year during the period commencing with the first full weekly payroll period in January and ending with the last weekly payroll period beginning in May.

Each week thus carried over from the current year must be matched by a week of vacation applicable to the subsequent year and the matching weeks must be taken during the period described above. The weeks carried over and the matching weeks may be taken separately or consecutively, subject to the requirements of the service.

Any week of the subsequent year's vacation which is used to match a week carried over satisfies the requirement that one week of the current year's vacation must be taken within the current year.

The employee's option to carry over any of the vacation weeks must be exercised before May 31 of the current year.

If an employee becomes eligible for a one-week vacation on or after December 1 such vacation week may be taken in the next calendar year, provided it is completed prior to April 1 and prior to taking the current year's vacation.

T10.10 Day-At-A-Time Vacation

Employees who are eligible for two weeks of vacation may use one of these vacation weeks to be taken on a day-at-a-time basis. Employees who are eligible for more than two weeks vacation may select two of these vacation weeks to be taken on a day-at-a-time basis. Selection procedures are as follows:

- (a) A full week will be selected and reserved from those vacation weeks remaining after all regular and carry over weeks have been selected according to the provisions of paragraphs T10.07 through T10.09 of this Article. Reserved week vacation selection shall not affect the selection of vacation weeks made in accordance with the provisions of paragraphs T10.07 through T10.09 of this Article. The order of selection of the reserved week shall be the same as followed in selecting the regular and carry over vacation weeks in accordance with the provisions of paragraphs T10.07 through T10.09 of this Article.
- (b) The period during which the reserved week(s) may be scheduled shall extend through the last weekly payroll period beginning in May of the following calendar year. Vacations so scheduled shall not be subject to the provisions of paragraph T10.09 of this Article.
- (c) In lieu of the reserved week single vacation days may be granted on the basis of the earliest request subject to the requirements of the service. The full week or portions of the reserved week that have not been used on a day-at-a-time basis by the time the reserved week occurs must be taken during the reserved week as scheduled.

T10.11 Resignation Prior to Scheduled Vacation Date

A regular employee eligible for a vacation who resigns before the scheduled vacation date shall be allowed vacation pay, provided two weeks' notice of intention to resign has been received by the Company.

A regular employee eligible for a vacation who is dismissed before the scheduled vacation date shall be allowed vacation pay in addition to any termination payment which may be made.

- T10.12 (a) When an employee's absence due to sickness or accident disability begins prior to the employee's scheduled vacation, and the employee does not return before December 31, the remaining vacation will be deferred until termination of such absence. If the employee returns prior to December 31 and is unable to complete the vacation in the current vacation year, the remaining vacation will be deferred. Any deferred vacation should be selected by the employee within one week after return to work, and will be scheduled at any time during the year in accordance with the requirements of the service.
 - (b) When an employee's absence for any reason other than sickness or accident disability begins prior to the employee's scheduled vacation, the employee must return to work by December 31 of the calendar year in which the vacation is scheduled in order to be allowed the vacation. If the employee is unable to complete the vacation in the current vacation year, the remaining vacation will be deferred. Any such deferred vacation should be selected by the employee within one week after return to work, and will be scheduled in accordance with the requirements of the service.

TEMPORARY EMPLOYEES

T10.13 (a) Eligibility

An employee who has accumulated 130 days of work (including days of paid absence) during the current vacation year, including work during either January or February, shall be given a vacation of two weeks with pay.

An employee who has accumulated 130 days of work (including days of paid absence) during the current vacation year, but not including work during either January or February shall be given a vacation of one week with pay.

Vacations shall be scheduled subject to the requirements of the service. An employee's vacation may be scheduled before the employee has accumulated 130 days of work provided that this is essential to proper force coverage throughout the year and there is a definite expectation that the employee concerned will subsequently accumulate the 130 days of work required.

- (b) Rate of Pay for Vacation Eligible temporary full time employees shall be paid for vacations at the weekly basic wage rate that was in effect during the last week worked prior to the start of the vacation.
- (c) Assignment of Vacation Periods Employees who become eligible for a vacation as stated, shall be assigned a vacation at such time as the appropriate Management person decides. Vacations should be assigned, however, immediately following a period in which the employee has been on duty.
- (d) Temporary employees who are eligible for two weeks vacation may use one of these vacation weeks to be taken on a day-ata-time basis. Single vacation days may then be granted to employees on the basis of the earliest request and in accordance with the requirements of the service.

ARTICLE T11 Promotion

T11.01 Selection of employees for promotion within an office to Service Assistant Aide, Service Assistant and clerical assignments shall be based on full consideration by the Company of ability, aptitude, attendance and personal training for the job to be filled. Ability and qualifications for the job being equal, seniority shall prevail. The same principles shall apply to clerical employees in District and other staff groupings.

ARTICLE T12 Expenses

GENERAL

T12.01 It is the intent of the Company to reimburse employees incurring reasonable and necessary expenses, which have been authorized in connection with appropriate activities having to do with business of the Company. Expense vouchers, other than for allowances specified in this Article, shall represent amounts actually expended and shall be made out and signed as "correct" by the employee incurring the expense.

TRAVEL TIME AND EXPENSE

T12.02 An employee who works a split tour will be paid a transportation allowance of \$1.50 per round trip up to a distance of ten miles from the central office and \$3.00 per round trip for distances beyond ten miles from the central office in recognition of the extra round trip between home and office.

T12.03 When an employee is temporarily transferred by Management to meet the requirements of the service, Management will decide the most equitable expense and travel time treatment as outlined in this Article. For the purpose of computing distance in this Article, Management shall determine mileage by the most direct and practicable route on a standard road map.

T12.04 In those temporary transfers where it has been decided that the employee is to travel daily to the new reporting headquarters one of the following provisions will apply:

- (a) If Company transportation is used, travel shall be on Company time. No travel expense will be allowed.
- (b) If public transportation is used, travel shall be on Company time. The actual expense incurred will be allowed.
- (c) If the Company decides to provide a travel allowance for each day worked in lieu of the travel time and expense provisions of paragraphs (a) or (b) above, such travel allowance shall be in accordance with the following schedule:

Distance from normal reporting headquarters to new reporting headquarters	Daily <u>Allowance</u>	Daily Allowance Effective December 29, 2002
5 but less than 15 miles	\$17.50	\$19.50
15 but less than 25 miles	25.00	27.50
25 but less than 35 miles	32.00	35.50
35 but less than 50 miles	45.00	49.50

Note: If the Company decides with employee concurrence, to provide a travel allowance in lieu of travel time and expense where the transfer is for less than five (5) days and to a reporting headquarters 50 to 60 miles, inclusive, from normal reporting headquarters, the employee will receive an allowance of \$60.00 for each day worked (effective December 29, 2002 the travel allowance will be increased to \$66.00 for each day).

- (d) If the employee utilizes a route which involves toll charges, the employee will be reimbursed for the amount of the toll charges actually incurred even if the route is other than that which Management determined for the purposes of paragraph (c).
- (e) No travel allowance will be paid to employees working in the city or town in which they reside, even though such assignment is away from their normal reporting headquarters, unless the distance from the employee's residence to the new reporting headquarters is five (5) miles or more.
- T12.05 In those temporary transfers where it has been decided that an employee is to be boarded at a distant point, one of the following procedures will apply:
 - (a) If the employee is to be boarded seven (7) days per week the employee is to be on the job for the entire normal work week. Necessary travel time to and from reporting headquarters at the beginning and end of such transfer shall be treated as time worked. When transportation is not provided by or arranged for by the Company, the employee shall be paid a transportation allowance of thirty-two and one-half cents (325) per mile for the distance between the employee's normal reporting headquarters and the new reporting headquarters. If the employee is not assigned work on either Saturday or Sunday, the employee will have the option of the transportation treatment provisions of paragraph (b) below, in lieu of lodging and meal expenses over the weekend.
 - (b) If the employee is to be boarded up to five (5) days per week the employee will be allowed reasonable travel time to return from the job to reporting headquarters and from headquarters to the job over the weekend, provided that the actual travel time does not exceed two (2) hours each way. When transportation is not provided by or arranged for by the Company, the employee shall be paid a transportation allowance of thirty-two and one-half cents (\$.325) per mile for the distance between the employee's normal reporting headquarters and the new reporting headquarters.

In the event the Internal Revenue Service (IRS) increases the standard mileage rate allowable as a business use deduction

Note:

from gross income during the term of the Agreement, the Company will increase the amount of reimbursement accordingly, coincident with IRS increases, effective on the first day of the month following the announcement date, or the first day of the month following the effective date, whichever is later

BOARD ALLOWANCE

- T12.06 Board Allowance for the purpose of this Article shall mean meals and lodging.
- **T12.07** When an employee is to be boarded, as provided in paragraph T12.06 above, one of the following procedures will apply:
 - (a) The Company will make arrangements for lodging and meals, or
 - (b) The Company will make arrangements for lodging and the employees will receive a daily meal allowance for each day assigned as follows:

Location to Which Transferred
Within Wage

Zones 1
\$37.00

Vithin Wage
Zones 2 or 3
\$35.00

Effective December 29, 2002 \$41.00 \$38.50

- (c) The Company will make arrangements for transportation between the lodging location and the reporting location when the distance between the locations exceeds one (1) mile.
- (d) If the Company decides with employee concurrence, to provide a board allowance in lieu of the provisions of (a) or (b) and (c), the employee will receive a board allowance of \$69.00 for each day assigned (effective December 29, 2002 the board allowance will be increased to \$76.00 for each day assigned) or \$82.00 for each day assigned (effective December 29, 2002 the board allowance will be increased to \$90.50 for each day assigned) when the distance from normal reporting

headquarters to new reporting headquarters is over 150 miles.

(e) If the employee is to be boarded seven (7) days per week, a laundry allowance of \$15.00 will be paid for each weekend that the employee is assigned to work Saturday or Sunday, or both days (effective December 29, 2002 the laundry allowance will be increased to \$16.50).

MOVING EXPENSE-RELOCATION ALLOWANCE

- T12.08 Employees who are permanently transferred by Management to a new reporting headquarters may:
 - (a) elect to receive reimbursement for reasonable moving costs incurred not to exceed \$8,800.00 (effective December 29, 2002 moving costs will be increased to \$9,700) if they are required, in the judgment of the Company, to relocate their residence as a result of the transfer; or
 - (b) elect to receive a relocation allowance of \$2,200.00 (effective December 29, 2002 the relocation allowance will be increased to \$2,500.00) if the new reporting headquarters is more than 35 miles from the employee's present permanent reporting headquarters.

Claims for reimbursement for reasonable moving costs incurred, or for a relocation allowance must be made within twelve (12) months of effective date of transfer.

T12.09 When such transfer is requested by the employee or is associated with reemployment following layoff, no moving expense or relocation allowance will be paid.

CONCLUSION

T12.10 The payments provided in this Article are expense allowances and shall not be construed as part of basic wages for any purpose under this Agreement.

ARTICLE T13 Force Adjustment in Traffic

- T13.01 The Company will determine the extent of any force surplus and the amount by which the force is to be reduced in a particular office.
- T13.02 In effecting the office force reduction the Company shall take these steps in the following order. Steps (a) and (b) can be implemented without implementing Article G25 ("Force Adjustment"). However, implementation of Steps (c) and (d) must be in conjunction with implementation of Article G25.
 - (a) Lay off occasional and temporary employees.
 - (b) Offer transfers to regular employees on the basis of seniority.
 - (c) Lay off regular part time employees in inverse order of employment date.
 - (d) If further steps are necessary, and if the Company has not notified the Union of a surplus condition in the offices involved pursuant to Article G25, the Company will give the Union thirty (30) days notice whenever possible of its intention to adjust the force further. In either event, the Union and the Company shall negotiate with respect to the manner in which the force adjustment shall be accomplished. If within thirty (30) days of such notice to the Union, the Company and the Union have failed to reach agreement on how to further adjust the force, and if within the same 30 day period the Company and the Union have not reached an impasse, the Company will lay off regular full time employees in inverse order of net credited service in the particular office to the extent necessary.

Any agreement reached between the Company and the Union on the method of adjusting the force may include a plan to combine seniority lists in several offices for the purpose of laying off in inverse order of net credited service.

T13.03 Employees who are laid off in an Operator Services Center will be rehired on the basis of inverse order of layoff. T13.04 Before hiring any new employees in an Operator Services Center, the Company shall offer reemployment to all regular employees laid off in that Operator Services Center by a registered letter mailed to the last mailing address known to the Company.

A laid off regular employee will have one (1) week to advise the Company as to the employee's acceptance and must be available for reemployment within three (3) weeks after the date of the offer.

113.05 In staffing a newly established Traffic center, the Company first will give consideration to suggestions of the Union as to the appropriate wage zone and method of staffing.

T13.06 In case of an office closing, the Company and the Union will negotiate the matter of disposition of the force in the affected office. If agreement cannot be reached, seniority shall be the prevailing factor in the disposition of the affected employees.

T13.07 Nothing in this article shall be construed as prohibiting the Company and the Union from modifying by mutual agreement procedures for Force Adjustment.

EXHIBIT T1* Schedule of Differential Payments

° Tour	Per Tour
Ending at 6:00 p.m. or before 10:00 PM	\$4.00
Ending at 10:00 p.m. or before 1:00 AM	\$5.00
Ending at 1:00 a.m. through 7:00 AM	\$6.00
Beginning at or before 6:00 AM	
Operator in Charge - Night \$5.00	
Operator Service Center Administrative Assistant	\$2.00

* Employees paid on Wage Table 51 will not be paid any of the above listed differential pay amounts, notwithstanding any contractual provisions otherwise.

Mrs. Martha Pultar Chairperson, Traffic Negotiating Committee International Brotherhood of Electrical Workers 483 Chickering Road North Andover, MA 01845

Dear Mrs. Poltar:

This will confirm our understanding in regard to Reserved Days (day-at-a-time vacation, holiday in a vacation and reserved excused work days) and unpaid excused work days.

Effective with the ratification of the Labor Agreement resulting from the parties' 2000 labor negotiations, Traffic field locations covered by the Labor Agreement will administer Reserved Days and unpaid excused work days during the life of the Agreement as follows:

- a. At least two reserved days will be available for time off each Monday through Sunday (except holidays) in each office. If the requirements of the service permit, the Company may grant additional days which will take precedence over requests for voluntary time off.
- b. Reserved days and changes in committed days may be granted to an employee on the basis of the earliest request to the employee's immediate supervisor, subject to the needs of the business and force requirements of the work group, with further understanding that such days will not be granted if it would cause weekly overtime for any employee in the office or associated work group.
- c. An employee who has designated one (1) or two (2) reserved Excused Work Days (EWD's) for personal immediate use may do so in accordance with Article G15.04. In addition an employee may elect to use all EWD's for personal immediate use on short notice. One reserved EWD may be used upon request in increments of not less than one half hour. Such requests will be granted subject to the needs of the business

and will be honored on the basis of the earliest request received that day. Requests for paid time will take precedence over requests for voluntary time. These requests may be honored Monday through Sunday including Holidays with the further understanding that such hours will not be granted if it would cause overtime for any employee in the office or associated work group.

- d. Employees subject to assignment under the provisions of Article T2 may request that they be unassigned on a particular Sunday by using paid or unpaid Excused Work Days. Such requests will be honored on the basis of earliest request to the employee's immediate supervisor and will take precedence over requests for voluntary time off. At least two requests will be honored in each office for any Sunday except Mother's Day, Easter, Christmas, Christmas Eve and New Year's Eve when it falls on a Sunday. In addition, requests will not be granted during holiday weeks if it would cause weekly overtime for any employee in the office or associated work group. If the requirements of the service permit, the Company may grant more than two Excused Work Days in a particular office.
- e. Eligible employees may utilize two (2) Excused Work Days or Vacation Days on a medium notice basis and must request such days prior to the schedule being posted. Medium notice is defined as a request made not earlier than three (3) weeks prior to the date desired, but prior to the posting of the schedule. Requests can be made for whole or half day increments and will be honored on the basis of the earliest request received.

Each OSC with less than ninety (90) employees will make available one (1) Medium notice EWD for each day, Monday through Friday, excluding holiday weeks. Each OSC with ninety (90) or more employees will make available two (2) Medium notice EWD's for each day, Monday through Friday, excluding holiday weeks. Additional employees may be granted such time off subject to the needs of the business and the force requirements of each operator office.

FOR THE COMPANY

Then France

lohn Hann,

Chairperson, Traffic Bargaining Committee

AGREED:

International Brotherhood of Electrical Workers

Mariha Pultar

Chairperson, Traffic Negotiating Committee

Martha Pulla

NOTES

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ARTICLE A1 Work Day and Work Week

- A1.01 A basic work day shall consist of 7 1/2 consecutive hours. It includes the two relief periods but excludes a meal period which normally will not exceed one hour.
- A1.02 The basic work week for all employees consists of any five basic work days, Monday through Saturday. Absence from scheduled assignments, either paid or unpaid, and holidays unassigned are included in the basic five day work week.

A day tour shall be within the hours of 6:00 A.M. and 6:00 P.M.

An evening tour shall be within the hours of 3:00 P.M. to 2:00 A.M.

A night tour shall be within the hours of 10:00 P.M. to 11:00 A.M.

- A1.03 The Company agrees to notify employees of a change in hourly or weekly work schedules at least two weeks before the change is to take effect. However, under unusual circumstances, a shorter notification period may be given by mutual consent between the Company and the Union.
- A1.04 When the Company makes a weekly schedule other than Monday through Friday or an hourly schedule that differs from the normal office schedule, the employees within a unit shall be given the opportunity to volunteer by seniority. If necessary, the Company then will assign employees in inverse order of seniority within the unit. It shall be the Company's intent to keep variations in changing weekly or hourly schedules to a minimum.
- A1.05 Employees shall be granted a 15 minute relief period with pay during each session. An additional 15 minute relief period will be granted with each three hours of overtime worked.
- A1.06 The term "session" applies to that portion of a day tour which precedes or follows the meal period. The term "session" applies to that portion of an evening or night tour which precedes or follows a combined relief period.
- A1.07 A payroll week begins on Sunday and ends on the following Saturday.

ARTICLE A2 Overtime, Premium and Differential Payments

A2.01 Any time worked in excess of seven and one-half (7 1/2) hours in any one day except Holidays (Article A7), or in excess of five basic work days in a calendar week, or on a Sunday shall be paid for at one and one-half (1 1/2) times the basic hourly wage rate. Time worked on Sundays shall be included in the computation of total hours to determine weekly overtime payments.

There shall be no duplication of payments for excess time worked under the foregoing provisions of this section.

- **A2.02** Overtime hours in excess of nine per week will be paid at two times the basic hourly wage rate.
- **A2.03** Only the following absence shall be considered as time worked for the purpose of computing overtime:
 - a. Paid absence, not to exceed four (4) hours, when any part of that day is worked.
 - Paid absence of Union representatives in connection with meetings with management.
 - c. Company observed Holidays.
 - d. A day off with pay granted in lieu of a Saturday Holiday.
 - e. Vacation taken day-at-a-time.
 - f. Paid Excused Work Days (EWD).
- A2.04 A minimum of six (6) minutes work is necessary to qualify for overtime payments for work in excess of seven and one-half hours in any one day.
- **A2.05** Pay for overtime shall be payable on the basis of the employee's basic rate plus tour differentials.
- A2.06 Employees who work a basic work day which starts or ends between 7:01 P.M. and 5:59 A.M. shall receive a daily differential payment of ten percent of the daily basic wage rate for each day paid.

EXTRA PAYMENT

- A2.07 An employee whose assigned reporting location is within the area of Boston, Massachusetts, as such area is indicated on the map shown in Exhibit G1, will be paid an extra payment of \$1.00 for each night tour worked after reporting at such assigned reporting location.
- A2.08 The extra payment will enter into computations of overtime pay required by law but will not be part of the basic rate or basic weekly wages for any other purpose nor enter the computation of any payments under the Pension Plan applicable to employees covered by this Agreement or any other benefits or differentials.
- A2.09 Not more than one extra payment will be paid to an employee on any one day regardless of the number of times the employee reports to a qualified location during that day.
- **A2.10** Employees who train other employees for two hours or more shall receive a daily payment of 10%.

ARTICLE A3 Equal Distribution of Overtime

- A3.01 The Company will make every reasonable effort to equalize overtime opportunities for employees in a supervisory unit of an Accounting Office. Overtime selection will be made from employees who are able to do the particular work.
- A3.02 Records of overtime distribution will be maintained on a monthly basis and will be accessible to the employees in the supervisory unit involved.
- A3.03 The Company will attempt to offer overtime assignments first to the employee with the lowest amount of overtime hours in the supervisory unit.

ARTICLE A4 Call Out Treatment

A4.01 When an employee in the bargaining unit is called for work under the following conditions after the employee has left the premises, the employee shall be paid for the hours worked in accordance with the provisions of this Agreement. However, an employee working under these conditions shall receive a minimum of four hours at the employee's applicable rate of pay, irrespective of the time actually worked.

- a. If called to work prior to the start of a scheduled tour and such work time is not continuous with the scheduled tour.
- b. If called to work after having returned home or after a period of one-half hour has elapsed since the completion of the tour.
- c. If called to work on any nonscheduled day.

ARTICLE A5 Contract Work

A5.01 The Company will not contract out work other than that which has been customarily contracted out, if such contracting out will cause, currently and directly, layoffs or demotion of present employees.

ARTICLE A6 Absence From Duty

- A6.01 Employees shall be paid for absence from assigned duty for the following reasons:
 - a. Appointment with the Medical Department or the Company's local medical consultant which has been requested by the Company.
 - b. Death in the immediate family. "Immediate family" shall normally be considered to consist of husband, wife, domestic partner, son, daughter, father, mother, sister, brother, father-in-law, mother-in-law, grandparent, grandchild; also, any other relatives living in the employee's household. Such absence will normally not be in excess of three working days. The Company's decision in each case must be based upon circumstances in such case.
 - Illness of the employee necessitating absence for less than a full day.

- d. Quarantine because of illness of a member of the employee's household, provided such quarantine is in accordance with Medical Department advice.
- e. Jury duty or witness service when the employee is not a party to the case
- f. The Company agrees to pay not more than three (3) authorized representatives of the Union, who are employees covered by this section of the agreement, at the straight-time hourly rate during normal working hours when attending collective bargaining sessions with Company representatives.
- **A6.02** Flexible excused work time provisions, designed to accommodate personal, immediate need requests for time off are provided for in Article G15, ("Excused Work Days").
- A6.03 The following applies to allowances for the first seven days of absence due to illness,

DEFINITIONS

- Employees shall mean all regular and temporary full time and part time employees.
- Allowances shall mean payments at the employee's regular rate. This shall not include any extra payment for Sunday or Holiday work, but will include differential payments.

A6.04 Allowances

Allowances for days scheduled but not worked during the first seven calendar days of absence shall be made to employees as follows:

To employees with six months or more of service, allowances shall begin with the first full day of absence due to illness or off duty accident.

Absence from assigned duty beyond the normal five-day work week on a sixth and/or seventh day in a calendar week shall not be paid

ARTICLE A7 Holidays

A7.01 On the following holidays all employees working in the States of Maine, Massachusetts, New Hampshire, Rhode Island and Vermont shall receive a holiday allowance of one day's pay at the straight time rate subject to the exceptions in the following paragraphs:

HOLIDAYS			
New Year's Day	JANUARY 1		
Washington's Birthday	THIRD MONDAY IN FEBRUARY		
Memorial Day	LAST MONDAY IN MAY		
Independence Day	JULY 4		
Labor Day	FIRST MONDAY IN SEPTEMBER		
Veteran's Day	NOVEMBER 11		
Thanksgiving Day	FOURTH THURSDAY IN NOVEMBER		
Christmas Day	DECEMBER 25		
Floating Holidays	NOTE A		

NOTE A - Employees are eligible for two (2) Floating Holidays, except that for employees permanently assigned in the State of Vermont the number of Floating Holidays shall be three (3); and for employees permanently assigned in the State of New Hampshire the number of Floating Holidays shall be three (3) in even-numbered years only. However, an employee hired on or after May 1 and prior to Columbus Day, will be eligible for one (1) Floating Holiday for the calendar year in which hired. Employees hired on or after Columbus Day are not eligible for and may not select Floating Holidays for the calendar year in which hired. Eligible employees permanently assigned in the states indicated shall select Floating Holidays from the following chart, concurrent with the scheduling of vacations:

	MAINE	MASS.	N.H.	R.I.	VT.
Martin Luther King Day	THIRD MONDAY IN JANUARY				
Lincoln's Birthday		1			Feb. 12
Fast Day			4th M Apr.		
Patriot's Day	3rd M Apr.	3rd M Apr.			
Victory Day				2nd M Aug.	
Bennington Battle Day		-			Aug 16
Columbus Day	SECOND MONDAY IN OCTOBER				
General Election Day			BIENNIALLY		
Day After Thanksgiving	FOURTH FRIDAY IN NOVEMBER				
Employee's Birthday					-
Religious Holiday					

- A7.02 When any of these days fall on a Sunday, the holiday shall be observed on the following Monday.
- When any of these holidays fall on a Saturday, each employee shall be granted a day off with pay. When the work situation permits, this holiday shall be observed the preceding day or the first working day following the holiday. If this is not possible, the holiday shall be observed on a Monday or a Friday during the following three month period. Notification of such designates holiday shall be given at least three weeks in advance of the Saturday holiday.

Any employee who is required to work on a designated holiday and who does not choose a mutually agreed upon day off at a later time, shall be paid in accordance with the provisions of paragraph A7.04.

In case of conflicting requests in choosing a mutually agreed upor day off at a later date, seniority shall be the governing factor. When the employer chooses a mutually agreed upon day off at a later time and works on the designated holiday, the employee shall be paid at the rate of one and one-hal times the basic hourly wage rate for hours actually worked up to seven and one half. For time worked in excess of seven and one-half hours, the employee shal be paid at the rate of two and one-half times the basic hourly wage rate.

A7.04 Employees not scheduled to work on Monday through Friday holidays shall receive a holiday allowance equal to their daily wage rate, unless they are absent without pay for the entire calendar week in which the holiday occurs. An employee who works a Monday through Friday holiday shal be paid at the rate of one and one-half times the basic hourly rate for hour actually worked up to seven and one-half in addition to the amount the employer

would receive if the employee did not work on that day. For time worked in excess of seven and one-half hours the employee shall be paid at the rate of two and one-half times the employee's basic hourly wage rate.

- A7.05 When a holiday occurs during an employee's vacation, the employee shall be entitled to an extra day off with pay at the basic rate. Such day off shall be the last working day prior to the vacation, the first working day following the vacation, or a day scheduled in accordance with the Excused Work Day provisions of Article G15.
- A7.06 Part time employees who are absent without pay for the entire calendar week in which a holiday occurs, will not be paid for the holiday.
- A7.07 A temporary full time employee shall be paid a holiday allowance equal to his/her daily rate of pay.

Temporary part time employees who are absent without pay for the entire calendar week in which a holiday occurs, will not be paid for the holiday.

ARTICLE A8 Vacations

REGULAR EMPLOYEES

A8.01 Eligibility

The eligibility of regular employees to receive a vacation with pay within the current year shall be determined in accordance with the following schedule:

Net credited service attained during calendar year

Vacation

Employees engaged on or after March 1st of the current year, and who have completed six (6) months of net credited service. If an employee becomes eligible for such vacation week on or after December 1, such vacation week may be taken in the following calendar year, provided it is completed prior to April 1, and prior to the taking of the current year's vacation.

One Week

More than six months but less than seven years - employees engaged before March 1, and employees engaged on or after

Two Weeks

March 1 who have more than six months and worked as a temporary employee during January or February in the current year.

Two Weeks

Seven years or more but less than fifteen

Three Weeks

Fifteen years or more but less than twenty-five years.

Four Weeks

Twenty-five years (at least one such week must be taken during the months of January, February, March, April, November or December). Five Weeks

A8.02 Rate of Pay for Vacation

A regular full time employee shall be paid at the basic weekly wage rate for a normal five-day work week plus any tour differentials, except that an employee temporarily on a higher assignment shall receive the higher rate if the employee is to return to the higher assignment. However, if an employee has worked on a higher assignment for at least four consecutive weeks immediately preceding the vacation, the employee shall receive vacation payments at the higher rate.

- A8.03 Ordinarily, vacations shall not start on days other than Sunday except as provided for in paragraph A8.10.
- A8.04 Employees shall select vacations in the order of their seniority as of the date of the selection. Vacations must be taken during the calendar year and cannot be accumulated except as outlined in Paragraph A8.09. The scheduling of vacations shall be subject to the needs of the business.
- A8.05 Vacations shall be selected well in advance of the vacation period so that the employee may have ample notice of his/her vacation. The vacation year commences with the first payroll week beginning entirely within January and ends with the last payroll week beginning in the following December.
- A8.06 Employees may split the two-week vacation period but shall not be required to do so.
- A8.07 Third week vacation selection shall not affect the more desirable two-week vacation period of another employee. Fourth week vacation selection shall not affect the more desirable two-week vacation period or the third-week vacation period of another employee. Fifth week vacation selection shall not affect the more desirable two-week vacation period, third-week vacation

period, or fourth-week vacation period of another employee. Three, four or five consecutive weeks vacation may be granted. The provisions of Paragraph A8.01 (e) may be waived when vacation weeks are available.

A8.08 A regular employee eligible to a vacation who resigns before the scheduled vacation date shall be allowed vacation pay, provided two weeks' notice of an intention to resign has been received by the Company.

A regular employee eligible to a vacation who is dismissed from the service before the scheduled vacation date shall be allowed vacation pay in addition to any termination payment which may be paid.

A8.09 Carry Over of Vacations

At the option of the employee, a part of the vacation may be carried over from one year to the next year.

One week of the current year's vacation must be taken within the current year. The remaining week or weeks of vacation for the current year may be carried over and must be taken in the subsequent year during the period commencing with the first full weekly payroll period in January and ending with the last weekly payroll beginning in May.

Each week thus carried over from the current year must be matched by a week of vacation applicable to the subsequent year and the matching weeks must be taken during the period described above. The weeks carried over and the matching weeks may be taken separately or consecutively subject to the work condition.

Any week of the subsequent year's vacation which is used to match a week carried over satisfies the requirement that one week of the current year's vacation must be taken within the current year.

The employee's option to carry over any of his/her vacation must be exercised before May 31 of the current year.

When an employee's absence due to sickness or accident disability begins prior to the employee's scheduled vacation, and the employee does not return before December 31, the remaining vacation will be deferred until termination of such absence. If the employee returns prior to December 31 and is unable to complete the vacation in the current vacation year, the remaining vacation will be deferred. Any deferred vacation should be selected by the employee within one week after return to work, and will be scheduled at any time

during the year in accordance with the requirements of the service. When an employee's absence for any reason other than sickness or accident disability begins prior to the employee's scheduled vacation, the employee must return to work by December 31 of the calendar year in which the vacation is scheduled in order to be allowed the vacation. If the employee is unable to complete the vacation in the current vacation year, the remaining vacation will be deferred. Any such deferred vacation should be selected by the employee within one week after return to work, and will be scheduled in accordance with the requirements of the service.

A8.10 Day-At-A-Time

Employees who are eligible for two weeks of vacation may use one of these vacation weeks to be taken on a day-at-a-time basis. Employees who are eligible for more than two weeks vacation may select two of these vacation weeks to be taken on a day-at-a-time basis. One of these weeks may be taken in half-day increments. Employees who are eligible for more than three weeks vacation may select three of these vacation weeks to be taken on a day-at-a-time basis. Selection procedures are as follows:

- (a) One, two or three full weeks will be selected and reserved from those vacation weeks remaining after all regular and carryover weeks have been selected, according to the provisions of Paragraph A8.03 - A8.07. Reserve week vacation selection shall not affect the more desirable two-week vacation period, thirdweek vacation period, fourth-week vacation period or fifth-week vacation period of another employee.
- (b) The period during which the reserved week(s) may be scheduled shall extend through the last weekly payroll period beginning in May of the following calendar year. Vacations so scheduled shall not be subject to the provisions of Paragraph A8.09 of this article.
- (c) In lieu of the reserve week(s), single vacation days may then be granted to employees on the basis of the earliest request, in accordance with the requirements of the service. The full week or portions of the reserve week that have not been used on a day-at-a-time basis by the time that the reserve week occurs must be taken during the reserved week as scheduled.

TEMPORARY EMPLOYEES

A8.11 Eligibility

A temporary employee who has accumulated 130 days of work (including days of paid absence) during the current vacation year, including work at some time during either January or February shall be given a vacation of two weeks with pay.

A8.12 An employee who has accumulated 130 days of work (including days of paid absence) during the current vacation year, but not including work during either January or February shall be given a vacation of one week with pay.

A8.13 Payment for Vacation

Eligible temporary full time employees shall be paid for vacations at the weekly basic wage rate that was in effect during the last week worked prior to the start of the vacation.

A8.14 Scheduling

Vacations shall be scheduled in accordance with the requirements of the service. An employee's vacation may be scheduled before the employee has accumulated 130 days of work provided that this is essential to proper force coverage throughout the year and that there is a definite expectation that the employee will subsequently accumulate 130 days of work as specified in paragraph A8.11.

Vacation selections shall be made after all regular full-time and regular part-time employees have made their selections.

ARTICLE A9 Job Bidding

Management determines when a vacancy exists. Vacancies shall be filled in accordance with the provisions of this Article.

OSTING

A9.02 Accounting Office Assistant, Administrative Assistant and Special Assistant vacancies in Accounting to be filled by bid will be posted in bulletin boards within the bidding area for seven (7) work days. The posting nall indicate job title, wage table, maximum wage rate, reporting location,

initial tour assignment and unit, and reporting supervisor, posting-closing dates and name and address of person to whom application should be submitted. A copy of the posting will be furnished to the appropriate Business Managers.

For the purpose of this Article the bidding areas shall be as follows: Andover, Mass.; Braintree, Mass.; Burlington, Mass.; Boston, Mass.; and New Hampshire.

APPLICATION

A9.03 Applications shall be forwarded directly to the reply location indicated on the posting and must be received no later than the closing date. Notice of award shall be furnished to the successful applicant and posted within the bidding area. Also, the names of the applicants and the name and location of the successful bidder shall be forwarded to the appropriate Business Managers. The successful applicant will normally be placed on the new assignment within twenty (20) work days of the date of award.

ELIGIBILITY

- A9.04 Employees shall become eligible to bid after not less than twelve (12) months on their present assignment. However, when the Company has notified the Union in writing that a surplus exists, employees designated as surplus shall have the residency requirement waived. In addition, reassignment of employees in accordance with paragraphs A9.07 (1) and (2) shall cause residency requirements to be waived for such employees until awarded a bid. Employees may bid as follows:
 - (1) To vacancies in a different shift.
 - (2) In regard to the same shift -
 - a. to vacancies having a higher or lower maximum basi weekly wage rate.
 - b. to vacancies having the same basic weekly wage rate but i a different unit.

However, employees with less than twelve (12) months on presen assignment may submit bids. Such requests will be considered when there are n eligible bids received.

A9.05 Employees who have been accepted for transfer to an existing vacancy in another department in the Company or who have personally notified Management that they are going to resign, transfer to a Verizon affiliate or subsidiary company or go on leave of absence in excess of sixty (60) days will not have their bids considered.

SELECTION

A9.06 Applicants shall be considered in the following order:

- (1) Regular full time employees from any bidding area. See Note A and Note B. If there are no eligible regular full time employees from any bidding area who have applied, and the Company decides to continue to fill the vacancy, other applicants shall be considered in the following order:
- (2) Regular part time employees in any bidding area. See Note A and Note B.

Note A: In awarding the bid, the Company will consider ability, attendance, and seniority. Ability and attendance being substantially equal, seniority shall prevail.

Note B: Preference will be given to the following applicants:

- (1) employees in the bargaining unit who were transferred from the job title in which the vacancy exists and who are currently being paid under the provisions of Article G21; and
- (2) employees in the bargaining unit designated as surplus by the Company in writing from the Chairman of the Accounting Bargaining Committee to the Union.

When there are applicants from (1) and (2) above, preference shall be given to seniority.

REASSIGNMENT WITHIN A BIDDING AREA

A9.07 (1) Subject to the needs of the business the Company can reassign employees within or between job titles on the same wage table within or between shifts. Such reassignments are not subject to the provisions of paragraphs A9.01 through A9.06. If such

- reassignment is to a different shift, the junior employee on the same wage table will be reassigned following notice to and consideration of requests from senior employees.
- (2) Subject to the needs of the business the Company can reassign employees to a job title on a lower wage table within and between shifts when a force surplus condition exists. Such reassignments are not subject to the provisions of paragraphs A9.0l through A9.06. The rate of pay of employees so assigned will be as provided for in Article G21. If such reassignment is to a different shift, the junior employee will be reassigned following notice to and consideration of requests from senior employees who are part of a force surplus condition.

TEMPORARY ASSIGNMENTS

A9.08 Temporary assignments are not subject to the provisions of paragraphs A9.01 through A9.06. An employee who is temporarily assigned to a position on a higher wage table for the major portion of the assigned tour shall be placed at the wage rate on the higher table in accordance with the existing wage rate length of service. The amount of payment will be in accordance with the number of days worked on the higher table. An employee who is temporarily assigned to a position on the same or a lower wage table will continue to be paid in accordance with the employee's existing wage rate length of service on the wage table of the employee's permanent assignment. The Union will be notified of temporary assignments of more than thirty (30) days.

OTHER PROVISIONS

A9.09 The provisions of this Article do not cover any other type of force adjustment or rearrangement. If such other force adjustment or rearrangement is necessary, the Company will give the Union thirty (30) day's notification, and the Union and the Company shall negotiate with respect to how the force adjustment or rearrangement will be accomplished.

If within thirty (30) days of such notice to the Union, the Company and Union have failed to reach agreement on how to further adjust or rearrange the force the Company will use Net Credited Service as the prevailing factor in the disposition of the affected employees.

ARTICLE A10 Expenses

A10.01 It is the intent of the Company to reimburse employees incurring reasonable and necessary expenses, which have been authorized in connection with appropriate activities having to do with business of the Company. Expense vouchers, other than for allowances specified in this Article, shall represent amounts actually expended and shall be made out and signed as "correct" by the employee incurring the expense.

A10.02 Temporary Assignments between Reporting Headquarters:
Temporary assignments to different reporting locations shall be on a voluntary basis. Pay treatment shall not change unless the employee is assigned

a voluntary basis. Pay treatment shall not change unless the employee is assigned to a higher wage table or a higher wage zone.

A10.03 In those temporary transfers where it has been decided that the

- employee is to travel daily to the new reporting headquarters, one of the following provisions will apply:

 a. If Company transportation is used, travel shall be on Company
 - time. No travel expense will be allowed.

 b. If public transportation is used, travel shall be on Company time.
 - The actual expense incurred will be allowed.
 - c. If the Company decides to provide a travel allowance for each day worked in lieu of the travel time and expense provisions of paragraphs (a) or (b) above, such travel allowance shall be in accordance with the following schedule:

Distance from normal reporting headquarters to new reporting headquarters	Daily <u>Allowance</u>	Daily Allowance Effective December 29, 2002		
5 but less than 15 miles	\$17.50	\$19.50		
5 but less than 25 miles	25.00	27.50		
5 but less than 35 miles	32.00	35.50		
5 but less than 50 miles	45.00	4 9.50		

lote:

If the Company decides with employee concurrence, to provide a travel allowance in lieu of travel time and expense where the transfer is for less than five (5) days and to a reporting headquarters 50 to 60 miles, inclusive, from normal reporting

headquarters, the employee will receive an allowance of \$60.00 for each day worked (effective December 29, 2002 the travel allowance will be increased to \$66.00 for each day).

- d. If the employee utilizes a route which involves toll charges, the employee will be reimbursed for the amount of the toll charges actually incurred even if the route is other than that which Management determined for the purposes of paragraph (c).
- e. No travel allowance will be paid to employees working in the city or town in which they reside, even though such assignment is away from their normal reporting headquarters, unless the distance from the employee's residence to the new reporting headquarters is five (5) miles or more.
- **A10.04** Employees who are permanently transferred by Management to a new reporting headquarters may:
 - (a) elect to receive reimbursement for reasonable moving costs incurred not to exceed \$8,800.00 (effective December 29, 2002 moving costs will be increased to \$9,700) if they are required, in the judgment of the Company, to relocate their residence as a result of the transfer; or
 - (b) elect to receive a relocation allowance of \$2,200.00 (effective December 29, 2002 the relocation allowance will be increased to \$2,500.00) if the new reporting headquarters is more than 35 miles from the employee's present permanent reporting headquarters.

Claims for reimbursement for reasonable moving costs incurred, or for a relocation allowance must be made within twelve (12) months of effective date of transfer.

A10.05 When such transfer is requested by the employee, or a associated with reemployment following layoff, no moving expense or relocation allowance will be paid.

CONCLUSION

A10.06 The payments provided in this Article are expense allowance and shall not be construed as part of basic wages for any purpos under this Agreement.

ARTICLE A11 Force Adjustments

- A11.01 When the Company finds it necessary to lay off Accounting employees in a bidding area, the procedure set forth in this Article shall be followed. The Company will determine the extent of any force adjustment.
- A11.02 When force adjustments are necessary in a bidding area, these steps shall be taken in the following order. Steps A and B can be implemented without implementing Article G25 ("Force Adjustment"). However, implementation of Steps C and D must be in conjunction with implementation of Article G25.
 - a. Agency help shall be terminated.
 - b. Temporary employees shall be laid off giving consideration to ${}^{\mbox{\ensuremath{\mathfrak{C}}}}$ Net Credited Service.
 - Regular part time employees shall be laid off in inverse order of Net Credited Service.
 - d. After layoffs have been made as outlined in Paragraphs A, B and C, the Company will consider part-timing employees with less than one year of service before laying them off. Part-timing and layoffs shall be in the inverse order of Net Credited Service, shortest to longest. All such employees will be laid off before further steps are taken and the Union will be advised prior to the effective date of any layoff made in accordance with the provisions of this Article.

A11.03 If further steps are necessary, and if the Company has not notified the Union of a surplus condition in the bidding area(s) nvolved pursuant to Article G25, the Company will give the Union thirty (30) days notice of its intention to adjust the force further. The Union and the Company shall negotiate with respect to the manner in which the force adjustment shall be accomplished. If within thirty (30) days of such notice to the Union, the Company and the Union have failed to reach agreement on how to urther adjust the force, and if within the same thirty (30) day period the ompany and the Union have not reached an impasse, the Company will lay off egular full-time employees in inverse order of Net Credited Service in the articular office to the extent necessary.

Note: For purposes of this Article, the layoff area for regular full time Accounting employees will not be the bidding area but will consist of two separate layoff areas: Massachusetts and New Hampshire.

A11.04 Nothing in this Article shall be construed as prohibiting the Company and the Union from modifying by mutual agreement, the procedures for force adjustment.

ARTICLE A12 Reemployment After Layoffs

- **A12.01** Employees who are laid off will be rehired in the inverse order in which they were laid off.
- A12.02 Before hiring any new employees within a bidding area the Company shall offer reemployment to all regular employees laid off by a registered letter mailed to the last mailing address known to the Company.

A laid off employee will have one week to advise the Company as to his/her acceptance and must be available for reemployment within three weeks after the date of the offer.

A12.03 Nothing in this Agreement shall be construed as prohibiting the Company and the Union from modifying by mutual agreement, the procedures for reemployment after layoff.

ARTICLE A13 Data Regarding Covered Employees

- A13.01 The Company agrees upon reasonable request, to furnish the names, addresses, job titles and locations of all employees in the bargaining unit.
- A13.02 The Company agrees to furnish weekly to the Local Union a listing of all force movements within each bidding area. Each listing will include the name, payroll number, location, title, seniority date, effective date and reason for the movement of those so involved.

Ms. Linda Harrison Chairperson, Accounting Negotiating Committee International Brotherhood of Electrical Workers 122 Quincy Shore Drive Quincy, MA 02171

Dear Ms. Harrison:

This will confirm the following agreement between the Company and the Union to change, on a trial basis, the number of vacation weeks which can be used on a day-at-a-time basis:

In selecting vacations for calendar year 2001 only, employees may use all but one (1) week of vacation on a day-at-at-time basis, notwithstanding the provisions of Article A8.10. If the employee is eligible for only one (1) week of vacation, it may be taken on a day-at-a-time basis during this trial. In addition, all days taken on a day-at-a-time basis during this trial may be taken in half-day increments.

Daryl Douglas

Chairperson, Accounting Bargaining Committee

AGREED:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Linda Harrison

Chairperson, Accounting Negotiating Committee

NOTES

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ARTICLE S1 Tours

BASIC WORK WEEK

\$1.01 The basic work week consists of five full basic work days, each within a given calendar week. Absence from scheduled assignments, either paid or unpaid and holidays unassigned, are included in the basic five day work week.

BASIC WORK DAY

S1.02 A basic work day is 7 1/2 hours. It includes the relief periods but excludes the meal period.

SESSIONS

S1.03 The term "Sessions" applies to that portion of a day or evening which precedes or follows the unpaid meal period.

TOUR

S1.04 A tour is comprised of the daily hours of duty assigned an employee and includes the relief period but excludes the meal period, if provided.

MEAL PERIOD

S1.05 The meal period is the unpaid period of time, normally not to exceed one hour, allowed for meals between two sessions of a full day.

RELIEF PERIOD

S1.06 Employees shall be granted a 15 minute relief period with pay during each session.

SUNDAY PAY

Sunday work shall be paid at the rate of time and one-half the basic hourly wage rate for all time worked.

OVERTIME

\$1.08 Overtime is time worked beyond the basic work day, or the basic work week unless otherwise provided for under Flexible Work Arrangements as defined in the Corporate Procedures.

SELECTION

- **\$1.09** Seniority shall prevail in the selection of tours and days off subject to meeting the requirements of service.
- S1.10 Regular part time and temporary employees, within each work location shall be assigned to tours and days off after regular full time employees have been assigned, subject to meeting the requirements of service.
- **\$1.11** When there are insufficient volunteers to cover the required tours, qualified employees, by inverse seniority, will be assigned as follows:
 - (1) Temporary employees
 - (2) Regular part time employees
 - (3) Regular full time employees

CHANGE IN TOURS



- S1.12 The Company shall notify the affected employee of new work schedules, or any change or variation in his or her existing work schedules, which will be in effect for one full week or longer, at least by Wednesday of the week prior to the effective date in which the change is to be made. In those instances where such a change in schedule is to be made for less than one full week, the Company will notify the affected employee as early as practicable.
- \$1.13 Changes of assignment of tours and days off may be requested by the employees and may be granted by the Company consistent with meeting the requirements of service.

TOUR DIFFERENTIALS

S1.14 An employee who works a basic work day (as defined in Article S1) which starts or ends between 7:01 P.M. and 6:59 A.M. shall be paid a differential of 10% of their basic weekly wage rate for each full week so assigned. If assigned to such a work day for periods of less than a full week, one-fifth of the weekly differential will be paid for each day so assigned.

Pay for overtime shall be payable on the basis of the employee's basic rate, excluding tour differentials, except that tour differentials shall be included in the basis for overtime computation for all hours worked beyond thirty-seven and one-half hours in a basic work week.

EXTRA PAYMENT

- S1.16 An employee whose assigned reporting location is within the area of Boston, Massachusetts, as such area is indicated on the map shown in Exhibit G1, will be paid an extra payment of \$1.00 for each night tour worked after reporting at such assigned reporting location.
- S1.17 The extra payment will enter into computations of overtime pay required by law but will not be part of the basic rate or basic weekly wages for any other purpose nor enter into the computation of any payments under the Pension Plan applicable to employees covered by this Agreement or any other benefits or differentials.
- \$1.18 Not more than one extra payment will be paid to an employee on any one day regardless of the number of times the employee reports to a qualified location during that day.

TRAINING DIFFERENTIAL

- \$1.19 (a) Employees, who, in addition to their normal job duties are designated and assigned by management to train and instruct other employees, will receive a daily differential payment of ten (10) percent of the daily basic wage rate for each full day worked assigned. Management will select the qualified employee(s) from an established rotation list, provided the qualifications of the individuals considered are judged by management to be reasonably equal.
 - (b) Providing on-the-job assistance on a one-on-one basis or working with an employee assigned as an assistant, while continuing to perform the normal work assignment, is not considered as training and instructing under paragraph (a) above, and will continue to be part of an employee's normal job duties.

ARTICLE S2 Overtime and Call Outs

DAILY OVERTIME

Daily overtime, at the rate of time and one-half will be paid to employees who work in excess of a basic workday, except on a holiday when such work will be paid at the rate of two and one-half times the straight time rate for such hours actually worked. Such time worked shall not be used in computing weekly overtime hours. A minimum of seven (7) minutes worked is necessary to qualify for such overtime payments. Overtime hours in the case of Compressed Work Week will be paid in accordance with Article G34.

WEEKLY OVERTIME

- Weekly overtime shall be paid for at time and one-half for time worked on a sixth day after the employee has worked five basic workdays in a basic workweek. A day off with pay granted in lieu of a Saturday holiday counts as a day of work in computing payment for weekly overtime at the rate of time and one-half. Those overtime hours in excess of nine (9) per week will be paid at the double-time rate. Overtime hours in the case of Compressed Work Week will be paid in accordance with Article S4A.
- 52.03 In the application of the preceding provisions, only the following absence shall be considered as time worked for the purpose of computing overtime payments:
 - (a) Paid absence of less than half a day.
 - (b) Paid absence of a Union representative meeting with Management.
 - (c) Holidays not worked, day-at-a-time vacation day and paid Excused Work Day.

OVERTIME LIMITATIONS

An employee will be required to work no more than a total of ten
(10) hours overtime in any payroll week during January, February,
March, April, May, November, and December and no more than a total of twelve
(12) hours overtime in any payroll week during the remaining five calendar
months of the year except in case of emergency, long term service difficulties or if
the employee consents to such overtime.

- **\$2.05** An "emergency" is an event of national importance, fire, explosion, or other catastrophe, severe weather conditions, major cable and equipment failures, or an act of God.
- **S2.06** The parties recognize that service difficulties for an extended period may develop from time to time during which suspension of the above overtime limitations would be appropriate. In the event such service difficulties develop, the Company and the Union will meet to discuss the problem and determine how to best deal with the situation.

OVERTIME DISTRIBUTION

52.07 The Company will distribute overtime in as fair and equitable a manner as circumstances and job requirements will permit. Records of overtime distribution will be maintained locally. Overtime distribution procedures cannot be designed to encourage or foster payment of overtime at two times the straight time rate.

CALL OUT PAYMENTS

- **52.08** Employees called out to work under the following conditions shall be paid for the hours worked in accordance with the provisions of this Agreement. However, employees working under these conditions shall receive a minimum of four hours' pay, irrespective of the time actually worked.
 - (a) If called to work prior to the start of an assigned tour and such work time is not continuous with the assigned tour.
 - (b) If called to work after having returned home at the completion of a tour.
 - (c) If called to work on any unassigned day.

ARTICLE S3 Absence From Duty

PAID ABSENCE

53.01 An employee's absence shall be paid for by the Company if excused for the following reasons:

- a) Appointment with the Medical Department which has been requested by the Company.
- b) Death in the immediate family, normally not to exceed three (3) working days. The Company's decision in each case must be based upon circumstances in such case. The "immediate family" shall be considered to mean husband, wife, domestic partner, son, daughter, mother, father, brother, sister, motherin-law, father-in-law, grandparent and grandchild; also, any other relative living in the employee's household.
- Illness necessitating absence for less than a full day.
- Jury or witness service, if the employee is not a party to the case.
- e) Illness subject to the provisions of Article S4.

Payment for such absence shall be at straight time, except that absence because of illness for part of a session which occurs on Sunday shall be paid for at the rate of time and one-half.

OTHER ABSENCE

S3.03 Other absence may be approved without pay if working conditions and force requirements permit.

ARTICLE S4 Allowances for First Seven Days of Absence Due to Illness

S4.01 The following conforms with the Company regulations relating to allowances for the first seven days of absence due to illness, as they apply to employees. Such allowances are entirely apart from the provisions of the "Benefit Plan."

DEFINITIONS FOR THE PURPOSE OF THIS ARTICLE

S4.02 Employees

Employees shall mean all regular and temporary full time and employees.

\$4.03 Illness

Illness shall mean the personal illness of an employee or the disability of an employee due to an accident not arising out of and in the course of employment by the Company.

\$4.04 First Full Day of Absence Due to Illness

The first full day of absence due to illness shall mean the first day on which the employee is absent from the employee's full scheduled assignment.

\$4.05 Service

Service shall mean an employee's "Net Credited Service" as of the end of the calendar day immediately preceding the first full day of absence.

\$4.06 Allowances

Allowances shall mean payments at the employee's basic weekly wage rate. This shall not include any extra payment for Sunday or holiday work, but will include differential payments.

ALLOWANCES

- **S4.07** Allowances for days scheduled but not worked during the first seven calendar days of absence due to illness shall be made as follows to employees upon approval of the certification of such illness.
 - To employees with six months or more of service, allowance shall begin with the first full day of absence due to illness.
 - 2) An employee who is scheduled to work on a sixth day in a calendar week but who is absent on account of illness for that entire day shall not have such a day considered as a day of absence for the purpose of this article. Allowances under the provisions of this article do not apply to periods of illness absence occurring within two weeks of return to work after payments have been made under the provisions of the Benefit Plan.
 - Allowances to full time employees shall be made payment which was in effect at the time of the first full day of absence due to illness.

CERTIFICATION OF ILLNESS

\$4.08 Employees who are absent due to illness may be required to certify to the days absent and nature of such illness.

SUSPENSION OF PRIVILEGES

S4.09 The privileges accorded under the preceding regulation may be suspended temporarily or permanently in the case of any employee where the facts of illness are not established.

ARTICLE S5 Holidays

S5.01 On the following holidays all employees working in the States of Maine, Massachusetts, New Hampshire, Rhode Island and Vermont shall receive a holiday allowance of one day's pay at the straight time rate subject to the exceptions in the following articles:

HOLIDAYS			
New Year's Day	JANUARY 1		
Washington's Birthday	THIRD MONDAY IN FEBRUARY		
Memorial Day	LAST MONDAY IN MAY		
Independence Day	JULY 4		
Labor Day	FIRST MONDAY IN SEPTEMBER		
Veteran's Day	NOVEMBER 11		
Thanksgiving Day	FOURTH THURSDAY IN NOVEMBER		
Christmas Day	DECEMBER 25		
Floating Holidays	NOTE A		

NOTE A - Employees will be eligible for two (2) Floating Holidays, except that for employees permanently assigned in the State of Vermont the number of Floating Holidays shall be three (3); and for employees permanently assigned in the State of New Hampshire the number of Floating Holidays shall be three (3) in even-numbered years only. However, an employee hired on or after May 1 and prior to Columbus Day will be eligible for one (1) Floating Holiday for the calendar year in which hired. Employees hired on or after Columbus Day are not eligible for and may not select Floating Holidays for the calendar year in which hired. Eligible employees permanently assigned in the states indicated shall select Floating Holidays from the following chart, concurrent with the scheduling of vacations:

	MAINE	MASS.	N.H.	R.1.	VT.
Martin Luther King Day	THIRD MONDAY IN JANUARY				
Lincoln's Birthday					Feb. 12
Fast Day			4th M Apr.	ĹĨ	
Patriot's Day	3rd M Apr.	3rd M Apr.			
Victory Day				2nd M Aug.	
Bennington Battle Day			T	<u> </u>	Aug 16
Columbus Day	SECOND MONDAY IN OCTOBER				
General Election Day	BIENNIALLY				
Day After Thanksgiving	FOURTH FRIDAY IN NOVEMBER				
Employee's Birthday					
Religious Holiday					

- \$5.02 When any of the days listed in Article \$5.01 falls on a Sunday, the following Monday shall be observed instead.
- S5.03 During a week in which a holiday occurs (excluding those weeks in which the holiday falls on Saturday) the normal week of employees consists of four full days for which they shall receive the full amount of their basic weekly wage rate. For work in excess of four full days, employees will be compensated at the rate of time and one-half computed at their basic hourly wage rates except that work on the holiday itself will be compensated for in accordance with Article S5.05
- \$5.04 In cases where a holiday occurs during an employee's vacation, the employee will be treated in accordance with Article \$6.13 of Article \$6 Vacations.
- 55.05 Employees who work on holidays shall be compensated at the rate of one and one-half times the straight time rate, for hours actually worked within the basic workday in addition to a day's pay for the holiday. Time worked in excess of a basic workday on such holidays will be compensated at the rate of two and one-half times the straight time rate for such hours actually worked.
- 55.06 In case a holiday occurs on a Saturday the employee will be granted a day off in the week in which the Saturday holiday falls. The day off will be granted as force conditions permit, although the individual's choice of day may be taken into consideration. In cases where it is practicable to give consideration to the choice of the employee, and there are conflicting requests, seniority shall be the governing factor. Under exceptional circumstances if force

conditions do not permit a day off during the period specified, one and one-half day's pay may be given or the day off granted at some other time.

S5.07 A temporary employee shall not receive holiday pay if that employee has not worked in each of the four calendar weeks immediately preceding the week in which the holiday falls. A temporary employee shall not be paid if assigned but fails to report or is offered work and declines the holiday assignment.

ARTICLE S6 Vacations

ELIGIBILITY - REGULAR EMPLOYEES

\$6.01 To One Week's Vacation

An employee who has completed six months of net credited service during the calendar year shall be entitled to a one week vacation with pay unless the employee's date of employment establishes eligibility for a two week vacation. If an employee becomes eligible for such vacation week on or after the first day of December, such vacation week may be taken in the following calendar year, provided it is completed prior to April 1, and prior to the taking of that year's vacation.

\$6.02 To Two Weeks' Vacation

An employee who entered the employ of the Company prior to March 1 of the vacation year and who has completed more than 6 months but less than seven years of net credited service shall be entitled to two weeks' vacation with pay.

\$6.03 To Three Weeks' Vacation

An employee who has completed or who will complete at least seven years of net credited service during the calendar year shall be entitled to three weeks' vacation with pay each year.

S6.04 To Four Weeks Vacation

An employee who has completed or who will complete at least fifteen years of net credited service during the calendar year shall be entitled to four weeks' vacation with pay.

S6.05 To Five Weeks Vacation

An employee who has completed or who will complete at least

twenty-five years of net credited service during the calendar year shall be entitled to five weeks' vacation with pay, but only if at least one such week is taken during the months of January, February, March, April, November, or December.

EMPLOYEE LEAVING THE COMPANY BEFORE SCHEDULED VACATION DATE

- **\$6.06** Eligible employees who resign before taking all of their vacation shall be paid for their unused vacation, provided two weeks' notice of an intention to resign has been received by the Company. At its discretion the Company may allow less than two weeks' notice.
- \$6.07 Eligible employees who are dismissed from the Company before taking all of their vacation shall be paid for their unused vacation.

VACATIONS NOT CUMULATIVE

- \$6.08 Vacation shall not be cumulative; that is, unsaved vacations cannot be carried over into the next year except as specified in this Article.
- **56.09** One (1) week of the current year's vacation must be taken within the current vacation year. The remaining week(s) of vacation for the current vacation year may be carried over and must be taken in the subsequent vacation year during the period commencing with the first full payroll period in January and ending with the last weekly payroll period beginning in May.

Each week thus carried over from the current vacation year must be matched by a week of vacation applicable to the subsequent vacation year, and the matching weeks must be taken during the period prescribed in the above paragraph. The weeks carried over and the matching weeks may be taken separately or consecutively, subject to the requirements of the service.

Any week of the subsequent year's vacation which is used to match a week carried over satisfies the requirement that one week of the current year's vacation must be taken within the current calendar year.

The employee's option to carry over any of the vacation weeks must be exercised on or before May 31 of the current vacation year.

56.10 (a) When an employee's absence due to sickness or accident disability begins prior to the employee's scheduled vacation, and the employee does not return before December 31, the remaining vacation will be deferred until termination of such absence. If the employee returns prior to December 31 and is unable to complete the vacation in the current vacation year, the remaining vacation will be deferred. Any deferred vacation should be selected by the employee within one week after return to work, and will be scheduled at any time during the year in accordance with the requirements of the service.

(b) When an employee's absence for any reason other than sickness or accident disability begins prior to the employee's scheduled vacation, the employee must return to work by December 31 of the calendar year in which the vacation is scheduled in order to be allowed the vacation. If the employee is unable to complete the vacation in the current vacation year, the remaining vacation will be deferred. Any such deferred vacation should be selected by the employee within one week after return to work, and will be scheduled in accordance with the requirements of the service.

DAY-AT-A-TIME VACATION

Employees referred to in Article S6.02 who are eligible for two weeks of vacation may use one of these vacation weeks to be taken on a day-at-a-time basis. Employees referred to in Articles S6.03-6.05 who are eligible for more than two weeks vacation may select two of these vacation weeks to be taken on a day-at-a-time basis. Selection procedures are as follows:

- (a) One or two full weeks will be selected and reserved from those vacation weeks remaining after all regular and carry-over weeks have been elected, according to the provisions of Articles S6.17-6.19 of this Article. Reserve week vacation selection shall not affect the more desirable two week vacation period, third week vacation period, fourth week vacation period, or fifth week vacation period of another employee.
- (b) The period during which the reserved week(s) may be scheduled shall extend through the last weekly payroll period beginning in May of the following calendar year. Vacations so scheduled shall not be subject to the provisions of Articles S6.08 or S6.09 of this Agreement.
- (c) In lieu of the reserve week(s), single vacation days may then be granted to employees on the basis of the earliest request in accordance with the requirements of the service. The full week

or portions of the reserve week that have not been used on a day-at-a-time basis by the time that the reserve week occurs must be taken during the reserved week as scheduled.

PAYMENT OF VACATIONS

- S6.12 A regular full time employee shall be paid at the basic weekly wage rate for the normal five-day work week plus any tour differentials, except that an employee temporarily on a higher assignment shall receive the higher rate if the employee is to return to the higher assignment. However, if an employee has worked on a higher assignment for at least four consecutive weeks immediately preceding the vacation, the employee shall receive vacation payments at the higher rate.
- 56.13 In case a holiday occurs during an employee's vacation, the employee shall be granted a day off with pay subject to the requirements of the service, such day off ordinarily should be: the last working day prior to the vacation, the first working day following vacation, a mutually agreed upon day to be taken within thirty (30) calendar days subsequent to the vacation week in which the holiday falls, or a day scheduled in accordance with the Excused Work Day provisions of Article G15.

VACATION YEAR AND PAYROLL WEEK

- 56.14 The vacation year commences with the first full payroll week falling entirely within January and ends with the last payroll week beginning in the following December.
- S6.15 A payroll week begins on Sunday and ends on the following Saturday.

SELECTION AND ASSIGNMENT OF VACATION PERIODS

- 56.16 Employees may split the two-week vacation period but shall not be required to do so.
- 56.17 Third week vacation selection shall not affect the more desirable two week vacation period of another employee. Fourth-week vacation selection shall not affect the more desirable two-week vacation period or the third week vacation period of another employee. Fifth week vacation selection shall not affect the more desirable two week vacation period, third week vacation period, or fourth week vacation period of another employee. Three, four or five consecutive weeks' vacation may be granted.

S6.18 The Company shall prepare vacation schedules for employees in each unit in accordance with work loads. Vacations shall be selected on a seniority basis and approved well in advance of the vacation period so that employees may have ample notice of their vacation. Ordinarily, vacations shall not start on days other than Sunday.

ELIGIBILITY - TEMPORARY EMPLOYEES

- S6.19 A temporary employee who has accumulated 130 days of work (including days of paid absence) during the current vacation year, including work at some time during either January or February shall be eligible for a vacation of two weeks with pay, or such part thereof as can be taken before the end of the vacation year (including days of paid absence) during the current vacation year, but not including work during either January or February shall be given a vacation of one week with pay.
- S6.20 Any temporary employee who has accumulated 130 days of work (including days of paid absence) during the current vacation year, but not including work during either January or February shall be given a vacation of one week with pay.

RATE OF PAY - TEMPORARY EMPLOYEES

\$6.21 A full time temporary employee shall be paid the basic weekly wage rate.

SCHEDULING - TEMPORARY EMPLOYEES

Vacations shall be scheduled in accordance with the requirements of the service. An employee's vacation may be scheduled before the employee has accumulated 130 days of work provided that this is essential to proper force coverage throughout the year and that there is a definite expectation that the employee will subsequently accumulate the 130 days of work as specified in Article S6.20.

ARTICLE S7 Promotions

S7.01 The following procedures apply to promotion of employees to fill clerical jobs within the reporting location to which they are assigned. These procedures do not apply to promotion of employees between locations within the Bargaining Unit.

When the company decides to fill a clerical job under the provisions of this Article, it will post a notice of the job to be filled. Such notice will be posted only at the location in which the vacancy occurs and will remain posted for seven (7) working days within which time those employees at that location who want to be considered for a promotion shall notify their supervisor on a form provided. The notices shall contain the job level, initial tour assignment, the maximum wage rate, the date of which the notice was posted and the last day for filing applications. In certain instances, the posting of notices may be waived by mutual agreement between the Company and the Union.

- 57.03 Applicants for posted vacancies will be considered in the following order
 - Regular full time employees at the reporting location who are assigned to a lower level clerical job title.
 - Regular full time employees, outside of the reporting location but within the bargaining unit, who are assigned to the same clerical job title and who have submitted lateral transfer requests.
 - Regular full time employees in the same department, outside of the reporting location who are assigned to the same clerical iob title and who have submitted lateral transfer requests.

Vacancies that exist following steps 1, 2, and 3 above will be filled according to Article G30 of this Agreement, Filling Vacancies.

\$7.04 When the Company selects an employee from within the reporting location for permanent or temporary promotion from a lower level clerical job to a higher level job, seniority shall govern if all other qualifications of the individuals being considered are determined by the Company to be substantially equal.

ARTICLE S8 Promotional Increases

PERMANENT PROMOTIONS

58.01 On permanent promotions within the Department, employees shall be placed at the wage rate on the wage table to which promoted in accordance with their existing wage rate length of service.

TEMPORARY PROMOTIONS

S8.02 When employees are temporarily assigned by the Company to a job on a higher wage table within the Department, they will receive the wage rate of the higher table in accordance with their existing wage rate length of service provided that the temporary assignment is for the major portion of the assigned tour.

ARTICLE S9 Transfers

- \$9.01 Procedures for the permanent or temporary transfer of employees shall be as outlined in this Article.
- S9.02 For the purpose of this Article a reporting headquarters is the specific bid or assigned location to which an employee normally reports to work.
- \$9.03 For the purpose of this Article a transfer occurs when:
 - (a) An employee's reporting headquarters, as defined in paragraph S9.02, is changed, or
 - (b) An employee's job title is changed at the same or a different reporting headquarters.
- Employees will normally be assigned to their principal job duties at their reporting headquarters. However, because of the requirements of the service or for other reasons it may be necessary to transfer employees, either permanently or temporarily.

PERMANENT TRANSFERS

- **S9.05** Transfers are considered as permanent when the employee is not to be returned to the employee's original assignment or reporting headquarters.
- \$9.06 Permanent transfers to fill vacancies shall be in accordance with the provisions of Articles S7 and G30.

TEMPORARY TRANSFERS

- S9.07 Transfers are considered temporary regardless of the period involved when the employee transferred is to be returned to his or her original assignment or reporting headquarters at the end of the transfer period.
- **59.08**Temporary transfers of employees to a different job title will be for one week or more, except as provided for in paragraph \$9.09; however, the nature of our service is such that storms, fires, floods and other hazards, as well as unusual demands for service may necessitate the temporary transfer of employees to other job titles for less than one week to meet these exigencies as they occur.
- **59.09** Available senior qualified employees may be temporarily transferred to other job titles for less than one week provided that, where an unassigned day in the work group to which the employee is transferred is involved, the unassigned employee shall first be canvassed for the assignment.
- S9.10 Temporary transfers shall not be made for periods exceeding one month except under unusual conditions at which time the appropriate Business Manager will be notified. The available senior qualified employee shall have preference. If no volunteers, the junior qualified employee shall be assigned. When determining the available senior qualified employee a reasonable effort will be made to canvass all employees in the work group involved at the location or locations to be canvassed.
- 59.11 An employee who is to be temporarily transferred to a distant point will, whenever practicable, be notified by at least the Wednesday prior to the week in which the transfer is effective.

ARTICLE \$10 Expenses

GENERAL

510.01 It is the intent of the Company to reimburse employees incurring reasonable and necessary expenses, which have been authorized in connection with appropriate activities having to do with business of the Company. Expense vouchers, other than for the allowances specified in this Article, shall represent amounts actually expended and shall be made out and signed as "correct" by the employee incurring the expense.

- **\$10.02** When an employee is transferred by Management to meet the requirements of the service, Management will decide the most equitable expense and travel time treatment as outlined in this Article. For the purpose of computing distance in this Article, Management shall determine mileage by the most direct and practicable route on a standard road map.
- \$10.03 When transfer is requested by the employee no expense or travel time treatment is provided.
- **\$10.04** In the case of permanent transfer by Management, the expense and travel time treatment will terminate after ninety (90) calendar days following date of transfer.

TRAVEL TIME AND EXPENSE

- S10.05 In those transfers, permanent or temporary, where it has been decided that the employee is to travel to the new reporting headquarters one of the following provisions will apply:
 - (a) If Company transportation is used, travel shall be on Company time. No travel expense will be allowed.
 - (b) If public transportation is used, travel shall be on Company time. The actual expense incurred will be allowed.
 - (c) If the Company decides to provide a travel allowance for each day worked in lieu of the travel time and expense provisions of articles (a) or (b) above, such travel allowance shall be in accordance with the following schedule:

reporting headquarters to new reporting headquarters	Daily <u>Allowance</u>	Daily Allowance Effective December 29, 2002
5 but less than 15 miles	\$17.50	\$19.50
15 but less than 25 miles	25.00	27.50
25 but less than 35 miles	32.00	35.50
35 but less than 50 miles	45.00	49.50

If the Company decides with employee concurrence, to provide a travel allowance in lieu of travel time and expense where the transfer is for less than five (5) days and to a reporting

Note:

headquarters 50 to 60 miles, inclusive, from normal reporting headquarters, the employee will receive an allowance of \$60.00 for each day worked (effective December 29, 2002 the travel allowance will be increased to \$66.00 for each day).

- (d) If the employee utilizes a route which involves toll charges, the employee will be reimbursed for the amount of toll charges actually incurred, even if the route is other than that which Management determined for the purposes of article (c).
- (e) No travel allowance will be paid to employees working in the city or town in which they reside, even though such assignment is away from their normal reporting headquarters, unless the distance from the employee's residence to the new reporting headquarters is five (5) miles or more.
- (f) If an employee is to be boarded up to five (5) days per week for assignment to a formal training location within the Company, necessary travel time to and from the employee's reporting headquarters at the beginning and end of such transfer shall be treated as time worked.
- \$10.06 In those transfers, permanent or temporary, where it has been decided that an employee is to be boarded at a distant point, one of the following procedures will apply:
 - (a) If the employee is to be boarded seven (7) days per week the employee is to be on the job for the entire normal work week. Necessary travel time to and from reporting headquarters at the beginning and end of such transfer shall be treated as time worked. When transportation is not provided by or arranged for by the Company, the employee shall be paid a transportation allowance of thirty-two and one-half cents (\$.325) per mile for the distance between the employee's normal reporting headquarters and the new reporting headquarters. If the employee is not assigned work on either Saturday or Sunday, the employee will have the option of the transportation treatment provisions of article (b) below, in lieu of lodging and meal expenses over the weekend.
 - (b) If the employee is to be boarded up to five (5) days per week the employee will be allowed reasonable travel time to return

from the job to reporting headquarters and from headquarters to the job over the weekend, provided that the actual travel time does not exceed two (2) hours each way; except, if the travel is to a formal training facility, travel time will be treated as time worked. When transportation is not provided by or arranged for by the Company, the employee shall be paid a transportation allowance of thirty-two and one-half cents (\$.325) per mile for the distance between the employee's normal reporting headquarters and the new reporting headquarters.

Note:

In the event the Internal Revenue Service (IRS) increases the standard mileage rate allowable as a business use deduction from gross income during the term of the Agreement, the Company will increase the amount of reimbursement accordingly coincident with IRS increases, effective on the first of the month following the announcement date, or the first day of the month following the effective date, whichever is later.

BOARD ALLOWANCE

- **S10.07** Board Allowance for the purpose of this Article shall mean meals and lodging.
- **\$10.08** When an employee is to be boarded, as provided in Article \$10.06 above, one of the following procedures will apply:
 - (a) The Company will make arrangements for lodging and meals, or
 - (b) The Company will make arrangements for lodging and the employee will receive a daily meal allowance for each day assigned as follows:

Location to Which	ch Transferred
Within Wage	Within Wage
Zones 1	Zones 2 or 3
\$37.00	\$35.00

Effective December 29, 2002 \$41.00 \$38.50

- (c) The Company will make arrangements for transportation between the lodging location and the reporting location when the distance between the locations exceeds one (1) mile.
- (d) If the Company decides with employee concurrence, to provide a board allowance in lieu of the provisions of (a) or (b) and (c), the employee will receive a board allowance of \$69.00 for each day assigned (effective December 29, 2002 the board allowance will be increased to \$76.00 for each day) or \$82.00 for each day assigned (effective December 29, 2002 the board allowance will be increased to \$90.50 for each day assigned) when the distance from normal reporting headquarters to new reporting headquarters is over 150 miles.
- (e) If the employee is to be boarded seven (7) days per week, a laundry allowance of \$15.00 will be paid for each weekend that the employee is assigned to work Saturday or Sunday, or both days (effective December 29, 2002 the laundry allowance will be increased to \$16.50).

MOVING EXPENSE - RELOCATION ALLOWANCE

- \$10.09 Employees who are permanently transferred by Management to a new reporting headquarters may:
 - (a) elect to receive reimbursement for reasonable moving costs incurred not to exceed \$8,800.00 (effective December 29, 2002 moving costs will be increased to \$9,700) if they are required, in the judgment of the Company, to relocate their residence as a result of the transfer, or
 - (b) elect to receive a relocation allowance of \$2,200.00 (effective December 29, 2002 the relocation allowance will be increased to \$2,500.00) if the new reporting headquarters is more than 35 miles from the employee's present permanent reporting headquarters.

Claims for reimbursements for reasonable moving costs incurred, or for a relocation allowance must be made within twelve (12) months of effective date of transfer.

\$10.10 When such transfer is requested by the employee no moving expense or relocation allowance will be paid.

TAXI

S10.11 An employee who becomes ill or meets with an accident during a tour of duty, necessitating transportation from place of work to home by taxi, shall be reimbursed for the expense incurred by such a trip.

MOTOR VEHICLE ALLOWANCE

\$10.12 If the Company decides, with employee concurrence, to have the employee travel on Company business between work locations in the employee's personal motor vehicle, the employee will be paid thirty-two and one-half cents (\$.325) per mile, provided that the employee has insurance coverage of at least \$50,000/\$100,000 and has advised the employee's insurance company of such business usage.

Note:

In the event the Internal Revenue Service (IRS) increases the standard mileage rate allowable as a business use deduction from gross income during the term of the Practice, the Company will increase the amount of reimbursement accordingly coincident with IRS increases, effective on the first of the month following the announcement date, or the first day of the month, following the effective date, whichever is later.

CONCLUSION

\$10.13 The payments provided in this Article are expense allowances and shall not be construed as part of basic wages for any purpose under this agreement.

ARTICLE \$11 Force Adjustments

S11.01 The Company will determine the extent of any force surplus and the amount by which the force is to be reduced. Should the Company find it necessary to reduce the force in the event of a surplus, or to otherwise adjust the force in the event of an imbalance, the procedures set forth in this article will apply. "Seniority" as used herein shall mean net credited service as computed under the Verizon Pension Plan for New York and New England Associates.

- S11.02 The Union will be notified of the date of layoff whenever possible four (4) weeks in advance of any layoff of regular employees, and, insofar as practicable, of the number, name(s), wage table(s), and location(s) of those regular employees who are to be laid off.
- **S11.03** Force adjustments shall be by location and shall be in the inverse order of seniority. The following steps will be taken to the extent necessary in the order stated:
 - Temporary employees on the affected job title which is surplus will be laid off in the inverse order of seniority.
 - b) To the extent they are surplus, regular part time employees on the affected job title will be laid off in the inverse order of seniority.
 - c) The Company will canvass all regular full time employees on the affected job title which is surplus for qualified volunteers to the extent of the surplus to displace regular part time employees on the affected job title, or to take vacancies or displace junior employees on lower wage tables. Regular part time employees on the highest wage table so displaced will then be laid off in the inverse order of seniority.
 - d) If there are insufficient volunteers under step (c) to eliminate the surplus, the Company, to the extent of the surplus, will assign employees to the next lower wage table in the inverse order of seniority.
 - e) The procedures specified in steps (a) through (d) will be repeated for each additional surplus wage table in descending order from the highest paid wage table.
 - f) Under articles (c) through (e) above, employees will assume the wages and hours of their new assignment subject to the provisions of Article G21 ("Reassignment Pay Protection Plan").
 - g) If there are surplus employees on the lowest paid wag table, they will be laid off to the extent of the surplus by inverse order of seniority.

August 6, 2000

Mr. William C. McGowan Chairperson, Sales Negotiating Committee International Brotherhood of Electrical Workers 100 Midway Road, S-15 Cranston, Rhode Island 02920

Dear Mr. McGowan:

This will confirm our agreement regarding changes to the application in our bargaining unit of Article G15.04 for Excused Work Days during the life of our Labor Agreement.

The first sentence of Article G15.04 will be applied as follows:

Employees may designate four (4) paid and one (1) unpaid Excused Work Day on a reserved basis for personal, immediate needs, to be taken on short notice. The short notice Excused Work Days may be taken in increments of not less than one (1) hour, and not more than one-half of a day's assigned tour.

Application of the remaining provisions of Article G15.04 relative to granting and scheduling Excused Work Days remains unchanged.

Please indicate your agreement to the above by signing below.

Ruthie B. Burton

Chairperson Sales, Bargaining Committee

AGREED:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

William C. McGowan

Chairperson, Sales Negotiating Committee

Mr. William C. McGowan Chairperson, Sales Negotiating Committee International Brotherhood of Electrical Workers 100 Midway Road, S-15 Cranston, RI 02920

Dear Mr. Mc. Gowan:

This letter will confirm our agreement to increase the number of available Four Day Work Week (FDWW) tours. As agreed, no later than September 3, 2000, the Company will make available four (4) additional FDWW tours and no later than January 1, 2001, the Company will make available two (2) additional FDWW tours.

It is expressly understood that the language of Article G34.01 with respect to such schedules being implemented on a trial basis, and only subject to Work and Family Committee approval, does not apply to employees in the Sales Bargaining Unit

This letter does not prohibit the Company from reducing or eliminating the number of available FDWW tours based upon the needs of the business.

Ruthie B. Burton

Chairperson, Sales Bargaining Committee

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AGREED:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

William C. McGowan

Chairman, Sales Negotiating Committee

August 6, 2000

Mr. William C. McGowan Chairperson, Sales Negotiating Committee International Brotherhood of Electrical Workers 100 Midway Road, S-15 Cranston, Rhode Island 02920

Dear Mr. McGowan:

This will confirm the agreement between the Company and IBEW, Local 2323 Sales to implement on a trial basis for one year the following application of Article S6.11 of our Labor Agreement for vacations to be taken in 2001.

Those employees who have reserved weeks for day-at-a-time vacation from their 2001 vacation entitlement may take up to one week on the basis of one-half (1/2) of a day's assigned tour, in accordance with Article S6.11.

Please indicate your agreement by signing below.

Ruthie B. Burton

Chairperson Sales, Bargaining Committee

AGREED:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

William C. McGowan

Chairperson, Sales Negotiating Committee

Mr. William C. McGowan Chairperson, Sales Negotiating Committee International Brotherhood of Electrical Workers 100 Midway Road, S-15 Cranston, RI 02920

Dear Mr. McGowan:

This letter will confirm our agreement to modify evaluative observation practices for service representatives for the life of the Labor Agreement, and to conduct a trial moratorium on evaluative observations for certain service representatives.

Effective January 1, 2001, the modifications to evaluative observation practices for service representatives in all Lines of Business are as follows:

Service representatives will receive advance notification of evaluative observations except for service representatives who received an overall rating of "Needs Improvement", "Does Not Meet Requirements", or "Not Rated" on their most recent annual evaluation under the Associate Appraisal Plan.

After the notification requirement contained in paragraph one (1) above has been in use for a six (6) month period, in order to determine whether to continue it for an additional period of time, the Company will determine criteria to measure the performance of each office and compare the office's performance and results during this period with those before and after this period. If the Company determines that overall office performance as it relates to collections, customer satisfaction, or customer quality has declined as a result of this notification requirement, the Company reserves the right to discontinue it.

The Company will provide face-to-face feedback on observations by the close of the next business day on which both the service representative and the team leader who conducted the observation are on the job and are working at a common work location for their full tours.

Evaluative observing will take place only during the first 7 paid hours of a scheduled work day for employees with a 35 hour basic work week, or during the first 7.5 paid hours of a scheduled work day for employees with a 37.5 hour basic

work week. If the Company determines that a service representative's performance is substantially different during periods of diagnostic evaluation, as compared to periods of evaluative observation, evaluative observations may be conducted on that service representative beyond the first 7 or 7.5 hours.

On an annual basis, evaluative observations will be limited in frequency as follows:

- 20 observations for service representatives who received an overall rating of "Exceeds Requirements" on their most recent annual evaluation under the Associate Appraisal Plan;
- 30 observations for service representatives who received an overall rating of "Meets All" on their most recent annual evaluation under the Associate Appraisal Plan; and
- 40 observations for service representatives who received an overall rating of "Needs Improvement", "Does Not Meet", or "Not Rated" on their most recent annual evaluation under the Associate Appraisal Plan.

It is expressly understood that these modifications do not apply to diagnostic evaluations, which are not appraisal-impacting.

Ruthie B. Burton

Chairperson, Sales Bargaining Committee

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AGREED:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

William C. McGowan

Chairperson, Sales Negotiating Committee

Mr. William C. McGowan Chairperson, Sales Negotiating Committee International Brotherhood of Electrical Workers 100 Midway Road, S-15 Cranston, RI 02920

Dear Mr. McGowan:

This will confirm the Company's agreement to modify certain practices with respect to the downgrades, lateral transfers and promotions of employees for the life of the new contract.

The modifications are as follows:

Effective January 1, 2001, a transfer cap of 1.5% per month of the January 1, 2001 authorized headcount of the Providence, Rhode Island RMCC will be implemented. This cap applies to all promotions, downgrades and lateral transfers.

Except as expressly modified by this letter, all other provisions of the local lateral transfer plans and promotion plans and applicable contract provisions remain in effect.

Ruthie B. Burton

Chairperson, Sales Bargaining Committee

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AGREED:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

William C. McGowan

Chairperson, Sales Negotiating Committee

August 6, 2000

Mr. William C. McGowan Chairperson, Sales Negotiating Committee International Brotherhood of Electrical Workers 100 Midway Road, S-15 Cranston, RI 02920

Dear Mr. McGowan:

This will confirm our agreement that a large team approach to call sharing will be implemented.

The Company, in its discretion, may assign designated Service Representatives from one call team to handle calls from another call team. These calls may be transferred between and among New York, Massachusetts, Maine, Vermont, Rhode Island and New Hampshire, as the Company deems appropriate, provided that no such transfer will directly result in the layoff, downgrade or part-timing of any Service Representative.

Ruthie B. Burton

Chairperson, Sales Bargaining Committee

AGREED:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

William C. McGowan

Chairperson, Sales Negotiating Committee

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